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The Solicitors' Journal.

LONDON, APRIL 28, 1866.

THE LEGAL STRENGTH of the House of Commons has not been impaired (*numerically* at least) by the loss of his seat by Mr. Forsyth, Q.C. His successor is also a member of the Bar.

The election for Cambridge took place on Tuesday last, and at six o'clock the Mayor, as returning officer, declared the numbers to be:—

Mr. Gorst	774
Col. Torrens	755
Majority	19

A REPORT PREVAILED in Exeter last Tuesday that the decision of the Cambridge Election Committee imperilled the seat of Mr. Coleridge for Exeter, it being understood that the learned member occupied at the time of his election an office of profit under the Crown; this elicited a letter from Sir J. T. Coleridge, contradicting the statement that his son held any such office.

ON THE AFTERNOON of Friday, 20th inst., at the usual, weekly meeting of the committee, of which he was a member, at St. George's Hospital, Sir Frederick Roe Bart., late chief magistrate at Bow-street Police Court, died suddenly. We have not heard what is supposed to have been the cause of the learned gentleman's death. The deceased baronet was born in 1789, and was youngest son of William Roe, chairman of the Board of Customs. He was educated at Christ Church, Oxford, where he graduated in 1810. He was called to the bar in 1816, by the Hon. Society of Lincoln's-inn, and was appointed police magistrate at Marlborough-street, in 1822, and in 1832 was appointed Chief Magistrate at Bow-street, on which occasion he was knighted. He held that appointment for seven years, when he resigned on a pension, and in 1836 he was further honoured by being created a baronet of the United Kingdom.

WE REGRET TO ANNOUNCE the sudden death of Charles Bailey, Esq., town clerk of Winchester, which occurred on Tuesday. Mr. Bailey had been engaged, as usual, in the office of the local board during the morning, and transacted business with the mayor shortly before twelve o'clock. He was still in the office when he, just after that hour, was seized with a fit, which at once prostrated him. The deceased gentleman had held the office of town clerk for about thirty-four years.

THE DEATH OF JUDGE HARGREAVE, which followed so fast on the delusive hopes of his improvement, has called forth becoming marks of respect and regret from the Bench and the Bar in Ireland. Upon the intelligence of his death at Bray on Monday reaching the Four Courts, the Right Hon. A. Brewster, Q.C., as the senior member of the Bar present, addressed the Lord Chancellor, expressing the sense of the profession of the loss sustained by the death of the eminent lawyer who had filled his onerous office to the admiration of the profession. His Lordship at once adjourned his Court. A similar proceeding took place in the Probate Court, and Judge Keating postponed the further hearing of the case on which the Court was engaged until the following morning. The Landed Estates Court stands adjourned till Monday.

Already rumour is busy as to the probability of a successor being appointed, and, if so, upon whom the choice of the Government will fall. But, until it is known what the result of the debate on the Reform Bill will be, it would be premature to speculate on the question.*

ASSIGNMENT OF RIGHTS OF SUIT IN EQUITY.

In classical antiquity, as well as in the early history of our own country, the right of calling another into judgment seems always to have been one in the exercise of which the state or public could never be considered as unconcerned. Inasmuch as the aggregate force of society is evoked by litigants, in order to arm the tribunals with the power to give effect to their determinations, on the subject matter of contention, to which their cognizance is drawn, we can understand why it should always have been deemed important that that kind of antagonism, which results from the relation of two persons in a state of juridical controversy, should not be entered upon with levity. The provisions of our own law in regard to the production of the *secta*, or suit, by the plaintiff, in order to raise such a *primâ facie* case as would require the defendant to answer (see 1 Reeves Hist. Eng. Law, 377), and the infliction of amercements on failure of the plaintiff to make good his claim, *pro falso clamore suo*, point to this principle, and mark the tendency of our ancient jurisprudence to check the temerity of litigants.

Considering the difficulties which must ever surround man in his exercise of the high and responsible function of a dispensator of justice, it is not surprising to find, among the civilized races, an avoidance of all that might tend to encourage litigious levity. Hence the rigid doctrines of our ancestors on the subject of maintenance and champerty. They seem, on this subject, to have been influenced by some such reasoning as this—"We have established tribunals for the decision of disputes between the subjects of the realm, and if such disputes arise and cannot be arranged without resorting to the courts, the parties appealing to the courts must have the best decision that can be procured. But these disputes are an evil in themselves, and not to be encouraged. If those persons whose fault or misfortune it has been to fall into this state of antagonism towards each other are unable to settle their differences, they shall at least carry on their contest under the full responsibility that, whichever may prove by his obstinate or unrighteous conduct to have necessitated an appeal to the justice of the realm, shall bear all the consequences of having set the machinery of the law in motion. Least of all will we allow extraneous persons to be introduced into the contest, to afford countenance or encouragement to either of the disputants, to foster the contention, or to multiply enmities by themselves becoming involved in the state of conflict which already exists between the original parties."

Such appears to be the light in which the subject was viewed by the founders of our juridical system, and for a long period there are evidences that these doctrines were enforced in all their strict and logical consequences. The statutes under which defeated litigants came to be visited with the costs of the suit have operated, as they were no doubt intended to do, as a penalty and check upon litigious temerity. The doctrines and practice of the common law on the subject of costs have, without furnishing an inflexible rule, been productive of a salutary imitation on the part of Courts of Equity, and have furnished to the latter a general guide for dealing with the question of costs.

The progress of society produced even at an early period some relaxation in the rigid doctrines which

* Since this was written the Government have announced their intention of not filling up the vacancy.—ED. *S.J.*

flowed from the strictness of the general principles which our ancestors had adopted. It seems to have been thought that in matters of mere *contract*, where the situation of the person on whom the obligation lay, would not be worsened by the transfer of the right to the benefit of the obligation, from the person originally entitled to another, such transfer might, in an indirect manner, and in substance, though not formally, be made. In a case as early as the time of Henry VI., the proposition was enounced that "a debt which is certain can be assigned over by assent of the parties, but not damages in trespass, which are uncertain (Bro. Ab. Maintenance, pl. 8), and in the reign of Henry VII. we find a case admitting the assignment of a bond debt to be lawful (Bro. Ab. Chose in Action, pl. 3). The doctrine of these cases seems to have expanded into the now unquestioned right of a creditor to assign over his debt, either by specialty or simple contract, though, as between him and the debtor, the latter is only bound (except by statutory modification of the law in some instances) to answer, in a court of law, the personal demand of his original creditor or his legal representatives, from or to whom he is liable to receive or pay costs, according as the result of the legal suit may determine.

The doctrine of the common law in regarding rights founded on contract as less obnoxious to the strict rules against maintenance than those rights which involve antagonism, or the assertion of wrong in some other person, will often occur to the attentive student of our legal principles. One instance will illustrate this in a strong light. At the time when the doctrines of maintenance were constantly kept in view and referred to as the foundation of many of the important principles of our law, it seems to have been admitted that that kind of right which was gained by the owner of an *interesse termini*, which was nothing more than *a contract* for the possession of land, could always have been assigned during its executory state, but if the time had arrived at which its owner was entitled to the possession, and that possession had been once taken and an eviction had followed, then the inflexible rule against maintenance, which forbade the assignment of any rights of entry or action, was recognised in all its force, and no transfer of the right to recover possession could possibly be made (*Bruerton* v. *Rainsford*, Cro. Eliz. 15).

Assignments of mere *choses in action*, so far as they were admitted by the common law, never gave, as between subjects, and do not at this day give, any other right to the assignee than that of suing in the name of his assignor and defraying the costs, which originally would have been maintenance, and, therefore, criminal.

The expansion of the equity system by bringing within its range subjects far more varied than those which fell under the cognisance of the common law has at various times raised the question how far a right of suit enforceable only in equity was capable of assignment. It is curious to find that so recently as the beginning of the present century, the consideration of how far the right existed to assign a contract for sale of an estate had to be seriously discussed before Lord Eldon, and it is fortunate that the great legal attainments of that eminent judge were brought to bear upon the subject, so as to lead to the settlement of the doctrine, by referring it to principles which set at rest any doubt on so important a question (see *Wood* v. *Griffiths*, 1 Swans, 55).

However, although the right to assign the benefit of a *contract* is now undoubted; by a case which was decided by Lord Abinger, when Chief Baron (*Prosser* v. *Edmonds*, 1 Y. & C. Ex. 481), a principle was supposed to be established that a right of suit could not be assigned if it were of such a nature that it could not be deemed other than a hostile right to bring another person into a Court of Equity, for the purpose of oversetting a legal instrument, such as the right to vacate a deed on the ground of inadequate consideration or undue influence. A right of suit of this nature seeming to be incapable of existence, in legal contemplation, except on the assumption of wrong on the part of another person, from which the spirit of our law is averse, distinguishes this from a contract the existence of which may be assumed without imputing wrong to any one. Hostile rights of this nature, it was considered, ought, upon grounds of public policy, to be enforced, if at all, by the parties presumably aggrieved; for it would be too wide a departure from the original principles of our own, as well as other systems of law, to permit rights which seem so necessarily to draw contention after them, and to present such an improbability of amicable adjustment, to pass to any person at the will of him to whom the alleged wrong was done, though at the death of the latter his power of disposing of such a right by will, which is obviously a very different matter, has been conceded (*Gresley* v. *Mousley*, 4 De G. & J. 78). The doctrine of *Prosser* v. *Edmonds* has been often referred to by the judicature with assent and approbation, and has been cited and approved by text writers, both here and in America (see Storey's Eq. Jurisprudence, S. 1040, g).

A case which seems to involve the same point was lately brought under the consideration of the Master of the Rolls, by a demurrer which was rested on the authority of this case. In *Dickinson* v. *Burrell*, 14 W. R. 413, the facts, in effect, appear to have been that a claimant of property, *pendente lite*, executed deeds by which he conveyed his interest in the subject-matter of the suit for a valuable, but, as alleged, inadequate consideration, by way of absolute sale. After the suit had terminated favourably for the claimant, he executed deeds by which he purported to convey all his interest in the subject-matter of the suit to trustees in trust (subject to certain payments) for himself, for life, and, afterwards, for the benefit of his children. The children, claiming under this deed, filed a bill to set aside the sale made by their father of his interest on the ground of inadequacy of price and undue influence, which bill was met by demurrer on the doctrine of *Prosser* v. *Edmonds*. Lord Romilly, though recognising the latter case, overruled the demurrer, having come to the conclusion that the cases were distinguishable.

Without intimating any opinion as to the legal inference which Lord Romilly drew from the facts of this case, some of the reasons which his lordship is reported to have given for his judgment appear to merit observation. He is represented as saying that "If Dickinson, after the sale of his interest to the purchaser, had sold his interest in the property to some one else, by a deed of sale, which recited that the prior sale was void, but that Dickinson was not inclined himself to take steps to set it aside, it could not be doubted that the second purchaser would have been entitled to take proceedings to set the prior deed aside." "If Dickinson had, on the contrary, merely conveyed the bare right to set the transaction aside without granting all his estate and interest in the property, then, certainly, the assignee could not have maintained the suit." He added that the cases established a distinction between the assignment of a mere right of suit, such as that in *Prosser* v. *Edmonds*, and the assignment of the estate itself to which the right of suit passed as an accessory.

The observation that occurs on this is, that it does not appear that there was any substantial difference in the form of the assignment in *Prosser* v. *Edmonds*, and in the case before Lord Romilly. In both the assignors purported to convey all their right and interest in the respective subject-matters; in neither is there anything which, in terms, implies the transfer of a bare right of suit as divested from the interest in the subject-matter. Lord Abinger did certainly not so understand the effect of the language of the assignment, in the case before him, which he spoke of as a "case where a party assigns his whole estate, and afterwards *makes an assignment generally of the same estate* to another person, and the second assignee claims to set aside the first assignment as fraudulent and void." In truth the difficulty in both cases would appear to be that, until a prior conveyance

had been set aside, there was nothing which could be assigned, and, therefore, from the intrinsic nature of the circumstances, nothing but a bare right of suit could pass to the assignee. Both assignments, therefore, if supported on the reasoning of the Master of the Rolls, must, it should seem, rest on that proposition for which Lord Abinger was unable to find any authority "that a man can assign to another a right to file a bill for a fraud committed upon himself."

With great deference both cases appear to furnish instances of the "introduction of parties to enforce those rights which others are not disposed to enforce," and the observations of the Master of the Rolls as to the validity of the assignment, notwithstanding the recital by the assignor of his own unwillingness to take proceedings to set the prior deed aside, can hardly be reconciled with the *ratio decidendi* in the case before Lord Abinger.

It is undoubtedly true that the cases do show a difference between the assignment of a right of suit simply, and the assignment of property, or a *contract*, to which that right of suit may be incident. This distinction was clearly pointed out by Sir J. Wigram, in the case of *Wilson* v. *Short*, 6 Hare, 384, where one Bright having entered into a contract for the purchase of iron, and paid considerable sums as deposits, assigned to the plaintiffs for valuable consideration, his interest *in the contract*; it was then discovered that the vendor had so acted as to be open to a suit for the rescission of the contract, and the return of the deposits, which suit the plaintiffs brought, as assignees of the contract from Bright, and in answer to the objection which was raised by the defendants, on the doctrine of *Prosser* v. *Edmonds*, the Vice-Chancellor said, "It proceeded upon a fallacy. If, as in *Prosser* v. *Edmonds*, the contract which the plaintiffs sought to enforce had been for the purchase of a litigated right, it might have prevailed, but that was not the case. As between Bright and the plaintiffs the contract was free from objection. A *subsequent* discovery of the fraud had shown that both Bright and the plaintiffs were deceived by the defendants. The plaintiffs only sought in that suit to enforce a right resulting from a lawful contract, of the benefit of which a fraud newly discovered had deprived them."

The distinction drawn by Vice-Chancellor Wigram shows in a clear light the difference between the assignment of a right, under a *contract* which can be considered without the imputation of fraud or wrong, and the assignment of a right which can have no existence unless the law has assumed, before there is any *constat* of the fact, that a fraud has been committed. It is submitted that the distinction is one founded on sound legal principles. The pernicious consequences of permitting rights such as those in *Prosser* v. *Edmonds* to be assigned by any person who may be himself unwilling to incur the responsibility of bringing them into legal controversy are too obvious to require reference, and were partly adverted to by Lord Abinger in his judgment in that case.

It may be permitted respectfully to doubt whether the distinction which the Master of the Rolls has drawn as to the legal effect of the assignment in the case before him and that in *Prosser* v. *Edmonds*, be more than a verbal one, even if, to that extent, there be such an appreciable difference as would sustain the *ratio decidendi* of Lord Romilly, consistently with saving whole the doctrine of *Prosser* v. *Edmonds*, the principle of which, lying high and dry above the merits of any particular case, it is submitted, may well be deemed worthy of preservation, if a consideration be had of the inconveniences and advantages which may be expected to result from its retention or overthrow.

VETERAN JUDGES.

The late attack on the Lord Chief Justice of Ireland in the House of Lords has given rise to observations of various kinds in the daily press. For ourselves, we have no desire to recur to a question which, in our opinion, ought never to have been raised, but from some remarks which have appeared in a journal generally possessed of accurate information, we are led to believe that Lord Clanricarde and his friends are not satisfied with the rebuff already received, and intend to try the fortune of war in the House of Commons. The *Manchester Guardian*, after some remarks upon the "judicial scandal," as it is pleased to call the case, and an obviously inaccurate account of the motion of Lord John Russell in 1841*, which, though it failed at the time, is said by the *Guardian* to have caused the retirement of "Charles Kendle Bush," proceeds as follows:—

> Should the case of Chief Justice Lefroy lead to any formal step being taken in either branch of the legislature, I have reason to believe that that of the learned Chief Justice of Appeal, Mr. Blackburne, who filled the office of Irish Chancellor in Lord Derby's first administration, will probably be associated with it. That venerable functionary is now in his 84th year.

It is noteworthy that not only Lord Clanricarde in the House of Lords, but also most of the public papers which take the same side, rest their case mainly upon this, that such an occurrence would not possibly be permitted in England. Similar ground was also taken in the motion by Mr. Fitzgerald, mentioned last week. Now it so happens that there are on the bench in England at this moment three judges, one of whom is older, and all of whom are physically feebler, than Chief Justice Lefroy; judges, moreover, filling (at least two of them) posts, the judicial labour of which far exceeds anything that is required in the Irish Court of Queen's Bench, and yet we hear no whisper of any motion in Parliament tending to the removal or enforced retirement of any of them. We should be sorry to hear of any such attempt, and we do not doubt that if any motion of the kind were made, it would quickly meet with the fate it would deserve. Yet the case against any of these venerable men is far stronger than that against either of the Irish judges threatened by the *Guardian*.

The Right Hon. Stephen Lushington is a year older than Chief Justice Lefroy, and though we believe him to be still fully competent to the duties of his high office, we can say, from personal observation, that his physical powers are much more impaired than those of the Lord Chief Justice.

Lord Chief Baron Pollock is, as nearly as possible, the same age as Lord Justice Blackburne, but the duties of his position are enormously greater than those of any judge on the Irish bench.

Lord Justice Knight-Bruce is indeed a much younger man than any of those whom we have mentioned; but it is unfortunately patent to the most casual attendant in his court that the physical energy of the venerable judge has yielded to the long continued strain upon it in a far greater degree than can be predicated of any of the others. True, the judicial labours which he has had to undergo in the twenty-five years during which he has graced the bench (he was appointed Vice-Chancellor in 1841, within, we believe, a month of the time when Bushe retired from the chief justiceship and Lefroy was appointed to the bench in the Exchequer) have greatly exceeded those of any of the other learned judges mentioned, and it is scarcely to be expected that any constitution, however powerful, could successfully withstand the perpetual strain upon its energies, mental and physical, required for the due exercise of the functions of an English equity judge. That years alone are no reasonable test of judicial energy is remarkably illustrated by the fact that the Lord Chancellor, though a year older than the learned Lord Justice, and though, when his colleague, undeniably the less vigorous, physically speaking, of the two, is now, after thirteen years of comparative retirement, as little apparently affected by age as on the day when he was first elevated to the woolsack, while his learned brother, who has during all this time been bearing the burden and

* The *Guardian* says 1842, but this is an obvious misprint.—Ed. S. J.

heat of the day, has reached a stage of physical weakness, such that nothing but his extraordinary mental activity enables him to perform the duties of his office. As it is though his casual remarks during the progress of the causes before him show clearly that his attention is as alive as ever to the arguments addressed to the Court, the labour of preparing his judgments—it may be the, unfortunately, greater labour of reading them when prepared—has now for some time proved too great for his powers, and instead of the lucid and searching, albeit occasionally somewhat caustic, disquisitions, which used to cut, as it were, in a few trenchant sentences, into the very pith of a case, the profession have of late been compelled to be satisfied with a bare concurrence in, or unargued dissent from, the judgments delivered by Lord Justice Turner, on whom the chief burden of the work of the Court of Appeal has consequently devolved.

We do not wish to be understood as suggesting by these remarks that any change is needed or desirable upon the bench, either here or in Ireland, but we have felt it our duty to expose, to the best of our ability, the pernicious fallacy of the assumption that the learned judges selected as the objects of attack are at all more open to the charge of incapacity than others against whom no one dare move; and it has seemed to us to be more especially our duty to take this course, because it is part of the price which Ireland has to pay for the advantages of her connection with this country, that public opinion there is too weak to direct public action, and therefore the only possible check upon the most flagrant jobs perpetrated or designed there, is an appeal, not always within their reach, to the enlightened opinion of the public in England.

LEGAL NOTES FOR THE WEEK.

[The notes of cases under this heading are supplied by the gentlemen who report for the *Weekly Reporter* in the several courts.]

LORDS JUSTICES.

April 20.

GOSLING *v.* TOWNSEND.—This case involved a point of construction of a very badly expressed will. It was an appeal from the Master of the Rolls.

W. M. James, Q.C., and *Fischer*, for the appellant.

Selwyn, Q.C., Baggallay, Q.C., Shebbeare, and *Bardswell*, for the respondents.

In the course of the argument, KNIGHT-BRUCE, L.J., said that the will put him in mind of the compositions said to have proceeded from the machine in the Flying Island.

Their Lordships dismissed the appeal, TURNER, L.J., observing that if the case were ever reported, the marginal note should be "Case of construction of an obscure will."

Solicitors, *Loftus, Vizard, & Co.*

Wynne, for Dodge, of Liverpool.

MASTER OF THE ROLLS.

April 23.

RE CONTRACT CORPORATION (LIMITED).—In this case two winding-up petitions were presented, and it was proved that the company were unable to pay their debts.

His Lordship made an ordinary winding-up order, saying that he should have preferred to make an order for a voluntary winding-up, under the supervision of the Court; but this he could not do unless the company entered into some arrangement for the purpose.

The conduct of the winding-up was given to the petitioners whose petition was first on the file.

Selwyn, Q.C., Baggallay, Q.C., Cole, Q.C., Southgate, Q.C., Jessel, Q.C., Rozburgh, Swanston, C. T. Simpson, and *Everitt* were engaged in the case.

April 18.

DAUGARS *v.* RIVAZ.—This was a motion on the part of M. Daugars, a pastor of the French Protestant Church in St. Martin's-le-Grand, to commit to prison his co-pastor, M. Marzials, for breach of an order made in the above suit in January, 1860. It appears that in January, 1860, a decree was made by his Lordship declaring that both M. Daugars and M. Marzials were pastors of the church, and forbidding the consistory and M. Marzials from hindering or preventing the plaintiff from discharging the duties of his office. It is the duty of the co-pastors to summon the consistory alternately, but M. Daugars has neglected to give M. Marzials notice of any consistory, or to attend any meeting convened by him. Matters being in this painful state of hostility, the consistory, on October 21, 1865, for various reasons, suspended M. Daugars from his functions as a pastor, and, as he refused to obey their order, they, on January 10 last, ordered that he should not be allowed to use the vessels for the sacrament. Upon this M. Daugars took out a summons in the chambers of the Master of the Rolls to obtain possession of the vessels, but his lordship dismissed the application. The consistory then forbad M. Daugars to occupy the pulpit of the church during his suspension. This led to the acts complained of. On the 25th of February M. Daugars found, on entering the church, that M. Marzials was in possession of the pulpit, the stairs leading to which were guarded by two laymen, and that another layman occupied the reading desk. Thereupon M. Daugars briefly addressed the congregation and withdrew. He alleged that his voice was drowned by the organ, which was played at a sign made by M. Marzials. This in fact was the only act alleged to have been committed by M. Marzials in breach of the order, and he replied that he gave the signal because the hour for commencing service had arrived. Upon these facts the present motion was made.

Jessel, Q.C., and *Wickens*, appeared for M. Daugars; *Selwyn, Q.C.*, and *J. Pearson*, for M. Marzials.

His Lordship said that it was impossible to make the order prayed against M. Marzials. It was clear that if any offence had been committed the consistory were responsible, and they ought to have been respondents in the case. He would not enter into all the details of the case, or the questions as to the validity of the suspension, because the matter could only be settled by a new bill to be filed by M. Daugars. If he were now to punish M. Marzials, it would be a vicarious mode of punishing the consistory, as had at one time been practised in the education of princes. The consistory might be driven to submit out of sympathy for M. Marzials, against whom, however, there was no reason for the Court to interfere. The motion must be refused with costs.

Solicitors, *Chapman & Clarke; Spiller & Son.*

April 21.

HOWELL *v.* CARRUTHERS.

This was a petition for change of investment of trust funds.

The fund, which was the subject-matter of this suit, had been settled to the separate use of the petitioner for life, with remainder to the respondent Howell for life, remainder over. An order had been made for investment of the fund in Consols, and payment of the dividends to the petitioner. The petitioner now sought to have the fund invested in Bank Stock, a change which, it was shown, would add about £50 per annum to her income. The petition said nothing about costs.

Swanston for the petitioner.

A. E. Miller for the respondent Howell, asked that the costs should be paid out of income.

The MASTER OF THE ROLLS objected that if the respondent had no objection to the change of investment, he ought not to have appeared.

A. E. Miller.—We were served with the petition, and Vice-Chancellor Kindersley has held (*Jones* v. *Jessop*, *infrà*) that every person so served has a right to appear, as he cannot otherwise get his costs of perusing the petition and having legal advice upon it. Besides, here, but for his appearance, an order might have been made charging the costs upon the *corpus*.

Roupell for the trustees.

LORD ROMILLY, M.R., said that Lord St. Leonards had introduced a salutary rule that parties who had no objection to urge to the prayer of a petition, ought not to appear upon it. It did not seem to him that there was any ground for departing from that rule in the present instance. The costs of the petitioner and the trustees must be paid out of income. No order as to the costs of the defendant Howell.

Solicitors, *Abrams; Duncan & Murton.*

VICE-CHANCELLOR STUART.

April 19.

WILKINSON *v.* JOUGHIN.

William Thompson, late of Liverpool, devised and bequeathed all his real and personal estate to trustees "in trust to permit my wife Adelaide to receive from my death the entire income thereof during her life," and after giving the trustees the usual powers of sale and invest-

ment, and creating a remainder in favour of any children he might have, and giving two or three legacies, proceeded—"and I devise and bequeath the residue of my said real and personal estate to my step-daughter Sarah Ward for her absolute use; but in case she shall die without leaving issue, in trust to pay the said moneys and property to J. Wilkinson and Anne Hammond in equal shares."

The testator died on the 17th July, 1864, without issue, leaving both real and personal estate. Adelaide, his supposed wife, was, at the time of her going through the ceremony of marriage with the testator, the wife of one Ward. Sarah Ward was the daughter of Adelaide Ward by that marriage. Ward was alive at the testator's death.

The plaintiff prayed by his bill a declaration of the rights of all parties under the will.

Malins, Q.C., and *Horsey*, for the plaintiff.

Hemming and *Bardswell* for the defendants.

The Vice-Chancellor made the usual administration decree, and, following *Kennell* v. *Abbott*, 4 Ves. 801, held the gift to the supposed wife to be bad, but that to the step-daughter to be good. The point as to what interest the step-daughter took his Honour said he would not then decide.

Solicitors for the plaintiff, *Underhill & Field*, for *Etty*, of Liverpool.

Solicitors for the defendant, *Chester & Urquhart*, for *W. Tyrre*, of Liverpool.

April 20.

PARRY'S ESCHEAT. EX PARTE THE DUKE OF BEAUFORT.

His Honour referred to his having been under a misapprehension in this case (*ante* p. 460) as to the jurisdiction of the Court to quash the finding of an inquisition made in favour of the Crown. Guided by an unreported case, *In re Kane*, before Vice-Chancellor Turner, and the argument of Mr. Wickens that the Court had no jurisdiction to discharge a matter of record, he had supposed that the jurisdiction did not extend beyond giving leave to traverse the finding of the inquisition. On looking over the authorities, however, he was satisfied that the Court possessed the more extended jurisdiction. The jurisdiction of the Court on the common law side, on which side these proceedings were, had always been of the most extensive nature. His Honour expressed regret that the course taken might possibly have created some further expense to the parties.

Wickens.—I may state to your Honour that the Duke of Beaufort has filed a traverse, and the Crown has arranged a full confession, so as to prevent any further expense.

April 20 & 21.

ADAMS *v.* SWORDER.—This case came on a summons to vary the chief clerk's certificate. The defendant, a fraudulent purchaser, had been ordered to render accounts on the footing of a mortgagee in possession (12 W. R., 615), and the chief clerk had refused to allow certain sums expended on the estate, as not having been expended in lasting improvements. The question before the Court turned entirely on the strength and stability of a certain malt-house, which the defendant had erected at an expense of £300. His Honour held that the building was a lasting improvement, and varied the certificate accordingly.

Bacon, Q.C., and *Marten*, for defendant.

Malins Q.C., and *Herbert Smith* for plaintiff.

April 21.

BANTING *v.* SHUTTLEWORTH.

This was a suit against the executors of the estate of one Shuttleworth for the recovery of certain lands which the plaintiff alleged had been purchased with certain trust moneys belonging to her. An administration suit had been already instituted by creditors of the estate, and the evidence being very doubtful as to the possibility of the plaintiff's following the trust moneys, the question for actual decision was whether she should be entitled to a decree in this suit or be allowed to prove under the creditors' suit.

The Vice-Chancellor made an order giving the plaintiff the costs of the present suit, and entitling her to prove in the other suit for the amount of her claim, with £4 per cent. interest from the death of the testator.

Greene, Q.C., and *Roxburgh*, for the plaintiff.

W. Pearson for the defendant.

Solicitors, *Denton, & Hall.*

BROWNE *v.* TYLOR.—By a settlement made on the marriage of George Richard Browne—at the date of the settlement a captain in her Majesty's 88th Regiment—it was covenanted that "if he should become a major in the army, or attain higher rank therein, and should at any time thereafter retire by the sale of his then, commission therein then, and in such case, he would immediately thereupon pay over to the trustees or trustee for the time being of his settlement, the sum realised by such sale to the extent of £1,500." In 1865 Browne sold his captain's commission, having, however, previously attained the brevet rank of major, a rank which is honorary only. It was contended, on the part of an assignee for value, that the value of the captain's commission was not subject to the trusts of the settlement.

Swanston for the plaintiff, *E. Kay* for the objects of the settlement, and *O. Morgan* for the trustees of the settlement.

The VICE-CHANCELLOR held that the words of the settlement were clear, and declared the proceeds of the sale of Browne's commission to be applied to the trusts of the settlement. Costs of all parties out of the fund.

Solicitors, *Farrer, Ouvry, & Farrer; Brackeneridge.*

April 23.

BARLOW *v.* MCMURRAY.—This was a bill to set aside an alleged fraudulent sale by a creditors' assignee.

The case stood over for want of parties, with leave to plaintiff to amend.

Malins, Q.C., and *E. K. Karslake*, for plaintiffs.

The *Attorney-General*, *Bacon, Q.C.*, *Fry*, and *Swanston*, for defendants.

VICE-CHANCELLOR WOOD.

April 18, 20.

BINNS *v.* NICHOLS.—This case came on by way of further consideration and summons to vary the certificate of the chief clerk. Several of the items in the accounts taken in chambers in the cause, which was one of administration, had been objected to, and his Honour now heard the arguments on both sides, and gave his decision on the propriety of the views taken by the chief clerk.

Rolt, Q.C., *Daniel, Q.C.*, *Shebbeare*, *Speed*, *W. Pearson*, *N. Lindley*, and *Cozens-Hardy*, appeared for the different parties.

April 20.

EARL OF NORBURY *v.* KITCHEN.—In this case an order had been granted in 1861, by which the bill was retained for a year, with liberty to bring an action at law. The action had been tried, but the order had never been drawn up.

Rolt, Q.C., and *Locock Webb*, for the defendants, moved to have the order drawn up *nunc pro tunc*.

Osborne Morgan, for the plaintiff, argued that the laches in not having the order drawn up was on the part of the defendant, who ought now to apply to be heard on the equity reserved: *Bluck* v. *Colnaghi*, 9 Sim. 411; *Cator* v. *Dewar*, 2 Dick. 654. In any case plaintiff ought to have his costs.

WOOD, V.C., made the order. Costs to be costs in the cause.

April 21.

IN RE SILVER MOUNTAIN UNITED MINES COMPANY.—*Companies Act*, 1862.—*Everitt* stated that an arrangement had been come to between the parties, that the petition which had been presented in this matter should be dismissed with costs.

Rolt, Q.C., appeared for the petitioner.

IN RE ANGLESEA COLLIERY COMPANY.—*Companies Act*, 1862.—This was an opposed petition. A question arose as to the cross-examination of a witness in Court by the petitioners; and was decided against the petitioners, who were ordered to pay the costs of the day.

Rolt, Q.C., and *Hemming*, for the petitioners.

Giffard, Q.C., for the respondents.

SCAPING *v.* CHEETHAM.—This was an opposed petition. The question was one of costs only, and depended on the propriety of steps taken in Court which it was alleged should have been taken in chambers. The costs in question were allowed.

W. M. James, Q.C., and *Jolliffe*, appeared.

IN RE HOWELL'S ESTATE.—This was an opposed petition. Some land, which had formed part of the late Mr. Howell's estate, had been taken by a railway company; and the question was one of the costs incident to the payment of the compensation money out of Court.

The costs were allowed.

Daniel, Q.C., and *Mackeson*, appeared.

COURT OF QUEEN'S BENCH.

April 20.

SHAW *v.* THE LANCASHIRE AND YORKSHIRE RAILWAY COMPANY.—Tried at Liverpool, at the last Assizes, before LUSH, J.

Verdict for the plaintiff for £1,000.

E. James, Q.C., moved for a new trial on the ground that the damages were excessive.

Rule *nisi*.

ROBSON *v.* THE SOUTH SHIELDS THEATRE COMPANY.—Tried at Durham, at the last Assizes, before LUSH, J.

Verdict for the plaintiff.

Pickering, Q.C., moved for a new trial on the ground that the verdict was against the weight of evidence.

Rule *nisi*.

HARDY *v.* FEATHERSTONHAUGH.—A feigned issue tried at Carlisle, at the last Assizes, before LUSH, J.

The verdict was distributive.

Pickering, Q.C., moved for a new trial.

Rule *nisi*.

Monk, Q.C., moved a cross rule.

Rule *nisi*.

HUDSON *v.* RINGROVE.—Action of ejectment tried at York, at the last Assizes, before SHEE, J.

Field, Q.C., moved to enter the verdict as to part of the lands for the defendant.

Rule refused.

MITCHELL *v.* LAFONE.—Action by a seaman for wrongful dismissal, tried at the Passage Court, at Liverpool.

Rule refused.

KNOWLES *v.* NUNNS.—Tried at Leeds before KEATING, J.

Segmour, Q.C., moved for a cross rule for a new trial on the ground that the verdict was against the weight of evidence,

Referred to the judge.

NORRIS *v.* THE GREAT WESTERN RAILWAY COMPANY.—Tried at the Guildhall before SHEE, J.

Karslake, Q.C., moved, pursuant to leave reserved, to set aside the verdict for the plaintiff and enter it for the defendant.

Rule refused.

REG *v.* THE INHABITANTS OF FULHAM.—An indictment for non-repair of a highway, tried before CHANNELL, B., at Dorchester, at the last Assizes.

H. T. Cole moved to set aside the verdict for the defendant and for a new trial.

Referred to the judge.

SEYMOUR *v.* ROBERTSON.—Tried at Liverpool, at the last Assizes, before LUSH, J.

James Mellor moved to reduce the damages to a nominal amount.

Rule *nisi*.

FORSHAW *v.* PENNINGTON.—Tried at Liverpool before MELLOR, J.

Quain moved, pursuant to leave reserved, to set aside the verdict for the defendant, and enter a verdict for the plaintiff for £30.

Rule *nisi*.

DIGNAM *v.* CATOR.—Tried before SHEE, J., at Guildhall.

Patchett moved, pursuant to leave reserved, to set aside the verdict for the plaintiff and enter it for the defendant.

Rule *nisi*.

RICKETTS *v.* CUMMINGS.—Tried at the last Assizes at Gloucester.

Dowdeswell moved to set aside the verdict for the plaintiff, and for a new trial on the ground of surprise.

Rule *nisi*.

RICKABY *v.* RUMBOLT.—Tried at the last Assizes at Gloucester.

Dowdeswell moved to set aside the verdict for the defendant and for a new trial.

Rule *nisi*.

REG *v.* DIXON.—Tried at Swansea, at the last Assizes, before BLACKBURN, J.

De Rutzen moved, pursuant to leave reserved, to enter a verdict for the defendant.

Rule *nisi*.

SKEEN *v.* DAVIS.—*Cook* moved for a rule calling on the defendant to show cause why an order of the late Mr. J. Crompton should not be rescinded.

Rule *nisi*.

April 17.

KNOWLES *v.* NUNNS.—Tried at Leeds Spring Assizes before KEATING, J. Verdict for £30.

Manisty, Q.C., now moved, pursuant to leave reserved, to increase the verdict to £231.

Rule *nisi*.

HUGHES AND ANOTHER *v.* STRAKER AND ANOTHER.—Tried at Newcastle-on-Tyne Spring Assizes before MELLOR, J. Verdict for plaintiffs.

Temple, Q.C., now moved, pursuant to leave reserved, to enter a verdict for defendants.

Rule *nisi*.

HEAD *v.* BUSH.—Tried February 2nd, at the Middlesex sittings before COCKBURN, C.J. Verdict for defendant.

Huddleston, Q.C., now moved for a new trial, on the ground of surprise.

Rule refused.

HYAM *v.* WEBSTER.—Tried at Guildhall before COCKBURN, C.J. Verdict for plaintiffs.

M. Chambers, Q.C., now moved, pursuant to leave reserved, to enter a nonsuit.

Rule *nisi*.

IN THE MATTER OF THE MAYOR OF CHIPPING NORTON.—In this case the mayor and corporation of Chipping Norton, through inadvertence, had omitted to elect auditors and a treasurer under the Municipal Corporation Act, and now

J. O. Griffits moved on behalf of the mayor for a rule absolute in the first instance for a *mandamus* to the mayor to take the elections, as he could not now take the elections without the authority of the Court, as the proper time for the elections had been allowed to pass by.

Rule absolute.

IN THE MATTER OF ONE BRENNAN.—*Kingdon* now moved for a *certiorari* to bring up the conviction of one Brennan, who had been convicted at Taunton, before the magistrates, of holding dramatic performances without a licence.

IN THE MATTER OF ONE FORDER.—*Maude* now moved for a *habeas corpus* to bring up the body of a child.

Rule *nisi* returnable at chambers.

HOBART *v.* LANCASHIRE AND YORKSHIRE RAILWAY COMPANY.—Tried at Liverpool Spring Assizes before MELLOR, J. Verdict for plaintiff, £400.

Simon, Serjt., now moved for a new trial or to reduce the damages.

The Court deferred their decision to consult MELLOR, J.

COLLINS *v.* NOAKES.—Tried before the UNDER-SHERIFF OF MIDDLESEX to assess damages, defendant having suffered judgment by default.

H. T. Cole now moved for a new trial on the ground of misdirection, and that the damages were excessive.

Rule *nisi*.

IN THE MATTER OF AN ORDER OF THE POOR LAW COMMISSIONERS.—*Giffard, Q.C.*, now moved for and obtained a rule *nisi* for a *certiorari*.

April 19.

PARSONS *v.* HIND.—Tried before SHEE, J., at Nottingham Spring Assizes.

O'Brien, Serjt., now moved, pursuant to leave, to reduce the damages.

Rule *nisi*.

LEVI *v.* AUSTEN.—Tried at Guildhall before COCKBURN, C.J. Verdict for defendant.

Huddleston, Q.C., moved for new trial.

No rule.

MOORE AND SIMPSON, *Assignees in Bankruptcy, v.* BARRY.—Tried at York Spring Assizes before SHEE, J. Verdict for plaintiffs.

Rule for new trial was moved for and obtained.

BRICK *v.* HOWARD.—Tried at Leicester Spring Assizes before MARTIN, B. Verdict for defendant.

O'Malley, Q.C., now moved for a new trial on the ground of misdirection.

Rule *nisi*.

REDHEAD *v.* MIDLAND RAILWAY COMPANY.—Tried at Durham Spring Assizes before LUSH, J. Verdict for the defendants.

Manisty, Q.C. (*Kemplay* with him), now moved for a new trial.

Rule *nisi*.

PRITCHARD *v.* MCSWINNY.—Tried at Middlesex Sittings before SHEE, J.

Price, Q.C. (*Barnard* with him), now moved for a new trial on the ground of misdirection.

Rule refused.

THOMPSON ET UX *v.* THE NEWCASTLE AND GATESHEAD GAS COMPANY.—Tried at Newcastle Spring Assizes before

LUSH, J., when a nonsuit was entered by the direction of the learned judge.

Campbell Forster now moved for a new trial, on the ground that there was some evidence to go to the jury of negligence of the defendants.

The facts were as follows:—The plaintiff and his wife had complained to the gas company of an escape of gas, and in consequence two servants of the defendants came to the plaintiff's house to look for the place where the gas escaped from. On the day of the search the smell of gas in the house was so strong that it was impossible to sit in the ground-floor room, where the plaintiff's wife was at work, without having the door open. The defendants' servants failed to find any escape of gas inside the house. They then went outside the house into the street, and taking up some of the paving-stones, tried in the usual way, *i.e.*, with a lighted tar rope, to find the escape. An explosion followed, in which the plaintiff's wife was injured. The cause of the explosion from the evidence seemed to be that the gas escaping from the pipes in the street had passed through some rat-holes into the plaintiff's house, and there had collected to a considerable quantity. Had it not been for the rat-holes there would have been no explosion.

Rule refused.

FAIRLIE AND ANOTHER *v.* SWEET AND OTHERS.—Tried at Durham Spring Assizes before LUSH, J., who directed a nonsuit, with leave reserved, to move to enter a verdict against some or all the defendants.

Temple, Q.C. (*Lewers* with him), now moved to enter a verdict for the plaintiffs.—Sweet was the real owner of a ship lying in the Tyne preparing for a voyage to Seringapatam. In order to raise money he sold to the co-defendants several shares of the ship, of which shares the co-defendants became registered owners. With their knowledge, but not as their agent, Sweet purchased stores for the ship of the plaintiffs.

The Court granted a rule *nisi* as against Sweet and one of the defendants Collins, but not against the other defendants.

WILSON *v.* BANK OF VICTORIA.—Tried at Liverpool Spring Assizes before MELLOR, J. Verdict for the plaintiff, £85.

E. James, Q.C., now moved pursuant to leave reserved to enter a verdict for the defendants.

Rule *nisi*.

SAYERS *v.* NORTH-EASTERN RAILWAY COMPANY.—*Overend, Q.C.* (*Kemplay* with him), now moved pursuant to leave reserved to enter a verdict for the defendants on the 2nd and 3rd counts.

Rules *nisi*. The Court granted rules in several other similar cases against the same defendants.

April 21.

ALDRIDGE, *Appellant*, *v.* WHITING, *Respondent*.—*Coleridge, Q.C.*, for the respondent.

O'Brien, Serjt., for the appellant.

Judgment reversed.

WILLIAMS *v.* BRITISH EMPIRE INSURANCE COMPANY.—Tried before CHANNELL, B., Spring Assizes. Verdict for the plaintiff.

Karslake, Q.C., now moved for a new trial on the ground that the verdict was against the evidence.

Rule *nisi*.

TEENAN *v.* VIRTRARY.—*Field, Q.C.* (*Shepherd* with him), moved, pursuant to leave reserved, to enter a nonsuit, or for a new trial, on the ground that the verdict was against evidence.

Rule refused.

STEWART *v.* BEAUMONT.—Tried at Kingston Spring Assizes, before ERLE, C.J. Verdict for plaintiff, £310.

Hawkins, Q.C., now moved for a new trial on the ground of misdirection, and that the damages were excessive.

Rule refused on 1st ground.

Rule *nisi* on 2nd ground.

REG. *v.* STEVENS.—Tried before BLACKBURN, J., at Swansea.

Bowen moved for a new trial on the ground of misdirection.

Rule *nisi*.

REG. *v.* BULLEN.—Tried before CHANNELL, B., at Winchester Spring Assizes. Verdict for the Crown. A rule for a new trial was moved for and refused.

COURT OF COMMON PLEAS.

April 17.

THE DUKE OF BEAUFORT *v.* CRAWSHAY.—This action was brought to try the right of fishing in a certain portion of the river Usk. It was tried before BLACKBURN, J., and a verdict was found for the defendant.

Grove, Q.C., now moved on behalf of the plaintiff for a rule calling on the defendant to show cause why there should not be a new trial on three grounds—(1), on account of the improper admission of evidence; (2), on account of misdirection, and (3), because the verdict was against the weight of evidence.

The Court granted a rule on the first ground, and refused it on the two latter.

WALKER *v.* THE MANCHESTER AND SHEFFIELD RAILWAY COMPANY.—This was an action to recover damages for injuries caused to the plaintiff's racehorse, while being carried by the defendants. The defendants rested their defence on the 17 and 18 Vic., c. 31, s. 7. A verdict was entered for the plaintiff.

Tyndall Atkinson, Serjt., now moved, pursuant to leave reserved, for a rule to show cause why the verdict should not be entered for the defendants.

Rule granted.

WEST *v.* LEAR.—This was an action to recover damages for the bite of a dog. A verdict was found for the plaintiff subject to a writ of enquiry as to the amount of damages to be held before the Under Sheriff of Sussex. The damages were assessed at £800, and the verdict entered for that amount.

Pearce now moved to set aside the verdict, and for a new writ of inquiry, on the ground that the damages were excessive. He said the defendant was willing to pay £400.

The Court granted a rule *nisi* on payment of the £400 into Court within three days.

Attorneys, *Senior & Attree*, for *French*, Littlehampton.

CRUX *v.* ALDRED.—This was an action on a builder's account for work done under a contract. The defendant pleaded a set off. A verdict was found for the plaintiff, leave being reserved to the defendant to move for a rule to set aside the verdict on two points, depending upon the construction of the contract.

Lord now moved accordingly, and obtained a rule on both points.

MACRAE *v.* CLARK.—This was an action against the Sheriff of Gloucester for an escape. On the trial the escape was admitted, and the only question was as to the amount of damages. A verdict was entered for the plaintiff for £197.

Macmara now obtained a rule calling on the plaintiff to show cause why there should not be a new trial on account of misdirection, and because the verdict was against the weight of evidence.

OVEREND, GURNEY, AND CO. *v.* THE MIDLAND RAILWAY COMPANY; THE NATIONAL DISCOUNT COMPANY *v.* THE MIDLAND RAILWAY COMPANY; BATEMAN *v.* THE MIDLAND RAILWAY COMPANY.—These three actions were tried at the last sittings at Guildhall before BYLES, J. They were actions on Bills of Exchange, and the question arose whether the defendants, without special powers, could bind their shareholders by accepting bills. Verdicts were entered for the plaintiffs, with leave reserved.

Karslake, Q.C., now obtained rules in all the three cases accordingly.

April 18.

HILLMER AND ANOTHER *v.* SMITH.

This was an action on a special agreement, tried before BYLES, J., at Westminster, when the jury found a verdict for the plaintiffs for £50.

The facts were as follows:—The plaintiffs, a bootmaker and an engraver, having seen a drawing of Mr. Punch outdoing Blondin by wheeling himself in a wheelbarrow over a tight rope, invented a method of carrying out the feat, and signed an agreement with Mr. E. T. Smith, the defendant, the lessee of Cremorne, to perform it nightly at the rate of £4 a-week in town and £5 in the country—the employment to be for a year certain, and longer if Mr. Smith required it; and the payment to commence at the end of the first week's performance. The agreement was dated the 7th of October, 1864, and was signed by the plaintiffs, but not by the defendant; it had been produced in a previous action in the County Court when the plaintiffs were nonsuited, and secondary evidence was now allowed to be given of it. The plaintiffs never performed, and were never called on to do so; and the person who had produced the deed in the County Court, and the defendant, swore that it contained a P. P. (*i. e.*, play or pay) clause. The jury found that there was an agreement, that it was for a year certain,

and was to commence in May, 1865; but that they could not find whether it contained the clause alleged by the defendant without seeing it.

Huddleston, Q.C., obtained a rule, pursuant to leave reserved, to enter a nonsuit, on the ground that the evidence showed that there was an agreement within the 4th section of the Statute of Frauds, and that, as it was not signed by the party to be charged therewith, the plaintiffs could not recover; or for a new trial on the ground of misdirection in telling the jury, on their saying that the agreement was to commence in May, that the plaintiffs were entitled to the verdict: *Bracegirdle* v. *Heald*, 1 B. & Ald. 722; *Snelling* v. *Lord Huntingfield*, 1 C. M. & R. 20; *Cawthorn* v. *Cordry*, 32 L. J. C. P. 152.

Huddleston, Q.C., and *Pearce*, appeared in support of the rule, and no one appearing to show cause against it, it was made absolute for a nonsuit.

Rule absolute.

Defendant's attorneys, *G. S. & H. C. Brandon.*

HILLIER *v.* ALEXANDER AND ANOTHER.—*Pinder* obtained a rule, pursuant to leave reserved, to enter the verdict for the plaintiff, and to amend the pleadings.

RIGG *v.* THE MANCHESTER, SHEFFIELD, &C., RAILWAY COMPANY.—The plaintiff had obtained, as administratrix of her husband, a verdict for £200 under Lord Campbell's Act.

Manisty, Q.C., obtained a rule, on leave reserved, to enter the verdict for the defendants, on the ground that there was no evidence of negligence on their part, or for a new trial on the ground that there was contributive negligence on the part of the deceased; and that the verdict was against the weight of evidence.

FOXLEY *v.* BANNISTER.—*Tindal Atkinson, Serjt.*, obtained a rule, on the part of the defendant, for a new trial, on the ground that the verdict was against the weight of evidence and of surprise.

HARRISON *v.* HENDERSON.—*Monk, Q.C.*, obtained a rule to enter a nonsuit or a verdict for the defendant, or for a new trial, on the ground that the verdict was against the weight of evidence.

GREENBURGH *v.* WARD.—*Field, Q.C.*, obtained a rule for a new trial, on the ground of surprise, and that the verdict was against the weight of evidence.

KELLY *v.* MORRAY.—This was an action of trover by a creditor's assignee, and was tried before BRAMWELL, B., at Chester.

Mc Intyre obtained a rule, pursuant to leave reserved, to enter a nonsuit, on the ground that the creditor's assignee was not appointed till his election was confirmed by the Court of Bankruptcy; and that, till the appointment of the creditor's assignee, the property remained in the official assignee.

COULTHURST *v.* SWEET.—This was an action for money overpaid to the defendants as shipowners for freight, and was tried before the CHIEF BARON, at Kingston.

Francis obtained a rule to enter a nonsuit, pursuant to leave reserved, on the grounds that the defendant, though a joint owner, was in no way connected with the transaction, and that, under the circumstances, the payment did not constitute money ha and received.

MALLETT *v.* MASON.—This was an action for breach of warranty and false representation on the sale of a cow affected with rinderpest, and was tried before PIGOTT, B., at Stafford, the verdict being for the plaintiff.

Henry Matthews obtained a rule to reduce the damages, or for a new trial, on the ground of misdirection, in leaving the question of special damage to the jury on all the counts, though it was only alleged in one.

BIGGS *v.* DIX.—*E. Hall* obtained a rule for the payment by the plaintiff of a sum awarded by an arbitrator, and a further sum due on the Master's allocatur.

FELTON *v.* KEEN.—This was an action for slander and assault, tried before ERLE, C. J., at the Guildhall. The count for assault merely alleged that the defendant assaulted and beat the plaintiff, without stating any special damage; but at the trial the plaintiff gave evidence that he had been knocked down, and so had ruptured himself.

Montagu Chambers, Q.C., obtained a rule for a new trial, on the grounds of misreception of evidence as to the rupture, and of surprise.

April 19.

WILDES *v.* RUSSELL.

This was an action for money had and received by the defendant while occupying the office of Clerk of the Peace in the county of Kent. The defendant had succeeded the plaintiff as Clerk of the Peace, and the plaintiff alleged that he had been improperly dismissed, and was still entitled to receive the fees. At the trial the plaintiff was nonsuited, and it was agreed that it should be left to the Court to say whether the nonsuit was right.

Chambers, Q.C., now moved accordingly, and it was ordered that a statement of the material facts should be drawn up by counsel for the decision of the Court.

HARTLEY *v.* HINDMARCH.

This action was tried before SMITH, J., at the last sittings for London. The action was for an assault, on account of which the defendant had previously been summoned before a magistrate and fined. The defendant relied upon 24 & 25 Vict. c. 100, s. 45, on the ground that after the summons and fine no further proceedings could be taken. This conviction, however, had only been proved by the evidence of the magistrate's clerk, and not by the production of a certificate; and a verdict was entered for £30.

Digby Seymour, Q.C., now obtained a rule *nisi*, calling upon the plaintiff to show cause why the issue raised by the third plea should not be entered for the defendant as a bar to the action, or for a new trial.

THE WIRRALL WATERWORKS COMPANY *v.* LLOYD CLERK TO THE LOCAL BOARD OF HEALTH OF TRANMERE.

This was an action of ejectment, and was tried before MELLOR, J., at Liverpool, when a verdict was found for the plaintiffs; leave being reserved to the defendant to move for a rule to enter a nonsuit or a verdict for the defendant.

The plaintiffs had obtained a judgment against the defendant, upon which a writ of *elegit* had been issued; and the question was, whether the plaintiffs were empowered by this writ to take possession of property acquired by the defendants for carrying out the objects for which the local board was appointed.

Mellish, Q.C., on behalf of the defendants, now obtained a rule accordingly.

SMITH *v.* THACKERAH.—The plaintiff was owner of land adjoining land belonging to the defendant, and brought this action to recover damages for injury done to his property by the defendant. The defendant had dug a well on his land, at a distance of twelve or fifteen inches from the land of the plaintiff, which caused the land of the latter to subside; this action was brought to recover damages on account of this subsidence. It was tried at Kingston. A verdict was found for the defendant.

Robinson, Serjt., now obtained a rule to enter a verdict for the plaintiff, on the ground that the plaintiff had given evidence of appreciable damage caused to him by the act of the defendant.

MCKEAN *v.* CAVE.—This was an action for goods sold and delivered. Plea, never indebted. It was tried before LUSH, J., at Manchester, and a verdict was found for the plaintiff for £623 6s. The question was whether the plaintiff sold the goods on his own account, or as agent for third persons.

E. James, Q.C., now obtained a rule to set aside the verdict on account of misdirection, or for a new trial on account of the verdict being against the weight of evidence.

THORPE *v.* FACEY.—This was an action of ejectment to recover possession of some property near Exeter. It was tried before BYLES, J., when a verdict was entered for the defendant, with leave reserved to the plaintiff to move for a rule to show cause why the verdict should not be entered for him.

The premises in question were, together with others, mortgaged by the defendant's ancestor to the plaintiff's ancestor in 1836. The mortgagor remained in possession of the whole until 1847, when the mortgagee brought an action of ejectment and recovered judgment. No writ of possession was then executed, but possession was given of all the premises mortgaged, with the exception of those now sought to be recovered.

Karslake, Q.C., now obtained a rule accordingly.

JOHN *v.* COULSON; WOOLCOCK *v.* COULSON.—These were two actions of ejectment brought to recover land in Cornwall, and tried before BYLES, J.

Verdicts were found for the plaintiffs.

Coleridge, Q.C., now moved for a rule to show cause why the verdicts should not be set aside, and new trials granted on account of the verdicts being against the weight of evidence.

Rule refused.

BECKETT *v.* THE MIDLAND RAILWAY COMPANY.—This was an action to recover damages caused to the plaintiff's house by the construction of the defendants' railway. The plaintiff complained (1) of an obstruction to the light and air around his house, caused by the construction of an embankment for the purposes of the railway, at a distance of from forty to fifty feet from his house; and (2) of an injury to the road in front of his house, caused by a portion of it having been appropriated by the defendants for the purpose of making the said embankment. A verdict was found for the plaintiff for £80.

O'Malley, Q.C., now moved for a rule to set aside the verdict, and for a new trial, on the ground (1) of misdirection, and (2) because the verdict was against the weight of evidence.

ERLE, C.J.—You may take a rule on the second point. As to the first, we find no expression in the summing up which would form a foundation for your objection.

TRIPP AND ANOTHER *v.* WOODHOUSE.—The defendant in this case carried on business at Leeds, under the style of "J. Woodhouse & Co." His son carried on a separate business, under the style of "J. E. Woodhouse & Co." The plaintiffs made an advance upon certain goods belonging to the son, who, subsequently, got into difficulties. This action was brought to recover the money so advanced from the father, and the question was to whom was credit given. A verdict was found for the defendant.

Manisty, Q.C., now moved for a rule for a new trial, on account of the verdicts being against the weight of evidence.

Rule refused.

April 20.

MANCHESTER WAREHOUSE COMPANY (LIMITED) *v.* BEATTIE.—*E. James, Q.C.*, obtained a rule, pursuant to leave reserved, to enter the verdict for the defendant.

OWEN *v.* NOON.—This was an action, on an alleged agreement by the defendant, to join a hosiery company as a promoter.

SHEE, J., nonsuited the plaintiff, on the ground that there was no evidence for the jury of any such agreement.

D. Seymour, Q.C., moved for a rule to set aside the nonsuit, and for a new trial.

Rule refused.

NEGROPONTE *v.* CROSSLEY AND OTHERS.—*Quain* obtained a rule, pursuant to leave reserved, to enter a nonsuit, or a verdict for the defendants.

ELLERTON AND ANOTHER *v.* LAPRAIK.—This was an action by the assignees of a bankrupt tallyman on a contract for the sale of his rounds, goodwill, and book debts, to another tallyman, the defendant. At the trial before ERLE, C.J., at Kingston, the jury found a verdict for £585 for the plaintiff.

Joyce now moved for a new trial on the grounds of misdirection, and of the verdict being against the weight of evidence. He contended that the bargain was not complete, and that there was only a negociation between the parties.

Rule refused.

GRAY *v.* RAPER AND OTHERS.—This was an action on a promissary note, tried before KEATING, J., at Guildhall. The makers of the note were the officers of a friendly society.

McCalmont obtained a rule to enter the verdict for the defendants, on the ground that the Court had no jurisdiction to try the cause, inasmuch as by 25 & 26 Vict. c. 89, s. 202, the defendants could not be sued without the leave of the Court in which the society was being wound up.

MARKWELL *v.* KNIGHT.—*Beasley* obtained a rule for a new trial, unless the plaintiff should consent to reduce the damages to a nominal sum.

WARD *v.* WESTCOURT.—Action for wrongful dismissal of the sub-editor and shorthand writer of an Exeter newspaper, tried before CHANNELL, B., at Bristol.

Karslake, Q.C., moved for a rule for a new trial, on the ground that the verdict was against evidence and the damages excessive.

The rule was granted on the 23rd.

GOWER *v.* EARL OF CARDIGAN.—*Keane, Q.C.*, moved for a rule to enter the verdict for the defendant, pursuant to leave reserved, or for a new trial on the grounds of misdirection, and of the verdict being against evidence.

Motion suspended.

YETTS *v.* FOX.—*K. Digby* obtained a rule for the issue of a new writ of inquiry, unless the defendant should consent to nominal damages.

GRILL *v.* THE GENERAL IRON SCREW COLLIER COMPANY (LIMITED).—*E. James, Q.C.*, obtained a rule, pursuant to leave reserved, to enter the verdict for the defendants, to arrest the judgment, or for a new trial.

April 21.

CROW *v.* ARMSTRONG.—This was an action for the return of freight, which the plaintiff said had been overpaid, in consequence of the defendant not having carried a complete deck load as he had agreed to by charter-party. It was tried before LUSH, J., on the Northern Circuit, and a verdict was found for the plaintiff.

Temple, Q.C., now moved for a rule to show cause why there should not be a new trial, on the ground that the verdict was against the weight of evidence.

The Court (after consultation with LUSH, J.) refused the rule.

SATTERFIELD *v.* ISSELL.—This was an action for money had and received. The defendant paid £106 into court, and as to the residue of the plaintiff's claim pleaded a set off for freight.

It was tried before MELLOR, J., at Liverpool, and a verdict was found for the plaintiff for £347 beyond the sum paid into court.

C. Russell now moved for a rule to enter a non-suit, or a verdict for the defendant, pursuant to leave reserved, or for a new trial, on the ground that the verdict was against the weight of evidence.

The question turned upon the mode in which the freight was to be calculated.

ERLE, C.J.—Therc can be no nonsuit if the jury believed the evidence. It was a question for them. We will grant a rule *nisi* for a new trial, if the judge says he was dissatisfied with the verdict.

CORCOS *v.* HOME AND COLONIAL INSURANCE COMPANY (LIMITED).—This was an action on a policy of insurance, and was tried before ERLE, C.J., at Guildhall, when a verdict was entered for the plaintiff for £269 16s. 9d.

Edward James, Q.C., now moved for a rule *nisi* for a new trial, on the ground that the verdict was against the weight of evidence.

Rule refused.

WILKINSON *v.* EVANS.—This was an action for goods sold and delivered, and was tried before the UNDER-SHERIFF OF CHESHIRE, who nonsuited the plaintiff, and gave him leave to move to enter a verdict for £7 1s. 3d.

Morgan Lloyd now moved accordingly. The questions were—(1) was there any memorandum of the agreement sufficient to satisfy the Statute of Frauds, and (2) was there any evidence of an agreement.

A rule was granted on the first point.

WARING *v.* SCOTT; SCOTT *v.* WARING.—These cross actions had been referred to the Master, under the Common Law Procedure Act, and he found in favour of Waring in both cases.

Holl now moved for a rule to re-open the order of reference, on the ground that the arbitration had proceeded *ex parte* without giving peremptory notice to the other side to attend.

Rule granted on payment of, or giving security for, £100.

CARR *v.* THE WALLACHIAN PETROLEUM COMPANY (LIMITED).—This was an action brought on a guarantee given by the defendants, for the performance of two charter-parties, entered into by the plaintiffs. It was tried before ERLE, C.J., at Guildhall, when a verdict was found for the plaintiffs for £686 12s. 6d.

Watkin Williams now obtained a rule to reduce the damages to £343 6s. 3d.

STANHOPE *v.* THORSBY.—This was an appeal under the 20 & 21 Vict. c. 43.

Fitzjames Stephens now moved for a rule to show cause why the case should not be struck out, on the ground that the appellant had not entered into recognizance pursuant to section 3.

ERLE, C.J.—We can decide the whole question on the argument of the case.

Rule refused.

MELDRUM *v.* CHAPMAN.—This case was tried before BYLES, J., at Guildhall. The declaration was upon the money counts, and the defendant pleaded never indebted, and a deed of composition. A verdict was entered for the plaintiff for £176.

Cole now obtained a rule *nisi* to reduce the damages to £100, or for a new trial, on the ground of misdirection.

NEEDHAM *v.* BREMNER.—This was an action to recover the sum of £20 7s., for necessaries supplied to the defendant's wife. It was tried in the Mayor's Court.

H. James now moved for a rule *nisi* to enter the verdict for the defendant, on the ground that the defendant could not be bound by the acts of his wife as his agent, she having been proved in a Divorce Suit to have committed adultery.

Rule granted.

USBORNE *v.* BAKER.—This was an action upon an agreement under which, in consideration of the plaintiffs not selling certain shares which he had purchased for the benefit of a third person, the defendant promised to pay him any loss he might incur in consequence of holding the shares.

A verdict was entered for the plaintiff for £134, and leave was reserved to move for a rule for a new trial on the ground of misdirection, and that the verdict was against the weight of evidence.

The principal question was whether there was any evidence of the defendants having entered into the agreement mentioned in the declaration. *Cur. adv. vult.*

CASTRIQUE *v.* RAWLES.—This was an action on a bill of exchange, and was tried before BYLES, J., at Guildhall. A verdict was found for the defendant.

Philbrick now moved for a rule to show cause why the verdict should not be entered for the plaintiff as being against the weight of evidence.

Rule refused.

NEALE *v.* USHER.—This case was tried before WILLES, J., at Middlesex, on the 17th April. A verdict was found for the defendant.

Milward, Q.C., now moved for a rule to set aside the verdict, and for a new trial, on the ground that the verdict was not supported by the evidence.

ERLE, C.J.—We will consult my brother WILLES.

IN RE SARAH ELIZABETH DENTON.—*Ledgard* obtained leave from the Court, on behalf of the applicant, to enable her to convey her separate property under 3 & 4 Will. 4, c. 74, s. 91, without the concurrence of her husband.

MORRISH *v.* YATES.—This was an action to recover a total loss upon a policy of insurance, on the successful laying down of the Atlantic cable, between Ireland and Newfoundland. By the policy, as set out in the declaration, the subject-matter of the insurance was valued at £300. An order had been made for the consolidation of this with other actions on the same risk, against other defendants.

Quain now moved for a rule *nisi* to take this case out of the consolidation order, upon an affidivat sworn to by the defendant, which stated that the policy was an open one when he signed it, and that it had since been converted into a valued policy without his knowledge or consent.

ERLE, C.J.—If the defendant is entitled to redress, the Court of Chancery will relieve him, you must apply to have the policy corrected.

Rule refused.

April 23.

In the cases of *Usborne* v. *Baker* and *Satterfield* v. *Issell*, moved on the 19th, the Court refused the rules.

RE A MARRIED WOMAN.—*Wills* obtained a rule to dispense, with the husband's concurrence in a conveyance.

IN THE MATTER OF AN ARBITRATION BETWEEN SAUNDERS, BALFOUR, AND REED.—*Philbrick* obtained a rule for the payment of the balance of a sum of money under an award.

FRIETAG *v.* DUNNAGE.—*W. B. Cooper* moved for a new trial, on the grounds that the verdict was against evidence and the damages excessive.

The Court said they would consult WILLES.

HARRISON *v.* SEYMOUR.—*Sir G. Honyman* (*E. James, Q.C.*, with him) showed cause against a rule to enter the verdict for the defendant on the fourth plea, and argued a demurrer to that plea.

Brown, Q.C., contrà.

Honyman in reply.

The question raised was an agreement relating to the building, repairs, &c., of certain ships so varied by a subsequent agreement as to discharge the defendant, who was a surety. The Court observed that the transaction was complicated to an unusual degree, but the law was clear, and gave judgment for the plaintiff.

Judgment for plaintiff.

Plaintiff's attorneys, *Thomas & Hollams.*

Defendant's attorneys, *Elmslie, Forsyth, & Sedgwick.*

COURT OF EXCHEQUER.

April 17.

CHART *v.* SOUTH-EASTERN RAILWAY COMPANY.—This was an action brought by a husband to recover damages for the loss resulting to him from the death of his wife, who had been killed while crossing the line of the defendants.

The case was tried before the Lord Chief Baron at Guildhall, when the jury found for the plaintiff—damages, £200.

The plaintiff gave evidence of his being a gardener in the employment of a gentleman; that he had four children, aged respectively 21, 15, 9, and 7; but owing to his then becoming very much affected he was allowed to leave the box.

No further evidence of his having suffered any pecuniary loss was given.

Ballantine, Serjt., in Hilary Term, obtained a rule to show cause why the damages should not be reduced, on the ground that there was no evidence of pecuniary loss, or why the verdict should not be set aside and a new trial had.

Huddleston, Q.C. (with him *H. Matthews*), showed cause.

Poland (with him *Ballantine*), in support of the rule.

POLLOCK, C.B.—We are all of opinion that this rule should be discharged. The difference between the amount that the court could not complain of being given, and that which the jury have actually given, is not enough to warrant us in interfering with their verdict. The rule must therefore be discharged.

MARTIN, B.—I am of the same opinion. At the time this rule was obtained, it was understood that substantial damages were to be allowed. The wife of a poor man, in the absence of evidence to the contrary, may be presumed to be of some pecuniary value to him. It would be different if there was anything to show that this evidence had been kept back; but in this case the plaintiff was asked to withdraw, he being sincerely affected. The application was also made for a new trial, but the company will sustain no injury from this being refused, as a greater loss in costs, &c., would result to them from its being granted, and it is mercy to them not to allow the rule to be made absolute.

BRAMWELL, B.—I am of opinion that the rule ought to be discharged. No question of law arises in this case. There was no evidence of the condition of the wife, and Mr. Poland says that in the absence of that there was no evidence of her health, industry, and usefulness; but it seems to me that in the absence of evidence the normal condition must be supposed to exist, and it must therefore be assumed that she was a woman of ordinary industry, strength, &c. It is then for the jury to say whether the husband has sustained any loss and what. They have assessed that loss. I cannot say they are wrong, though I might have thought that a lower sum would have been sufficient.

PIGGOT, B., concurred.

Rule discharged.

BOLINGBROOK AND UXOR, *Administratrix*, *v.* KERR.—This was an action for goods sold and delivered, and was tried before BRAMWELL, B., at the Middlesex sittings during last term, when the plaintiffs were nonsuited.

Holl obtained a rule, in pursuance of leave reserved, to set the nonsuit aside, and to enter a verdict for the plaintiffs in accordance with the finding of the jury, and also to amend the pleadings by striking out the name of the female plaintiff.

The intestate, father of the female plaintiff, died in 1860, and administration was taken out by his daughter, the female plaintiff. The male plaintiff married the female plaintiff, and they both carried on the business of the intestate with his money. The goods, the subject of the present action, were purchased by the plaintiffs, in 1862, with money produced by the sale of some of intestate's goods, and were subsequently sold to the defendant. The question hence arose whether the female plaintiff ought to have been joined in the action, and if not, whether the judge at the trial and the Court now had power to amend the pleadings by striking out the name of the female plaintiff.

Willoughby contended that the wife of the male plaintiff was wrongly joined, and that the Court had no power to make the amendment.

Holl argued in support of the rule.

The Court gave no judgment, but were clearly of opinion that the wife was wrongly joined, and that they had power to make the requisite amendment. A *stet processus* was then agreed upon, the plaintiff undertaking to pay the amount. No costs on either side.

April 19.

KENT *v.* THE LONDON AND NORTH-WESTERN RAILWAY COMPANY.—This case was tried at Shrewsbury, before MONTAGUE SMITH, J. Verdict for the plaintiff—damages, £9 14s. 6d.

The plaintiff, who was a jeweller carrying on business at Shrewsbury, had sent some rings, without declaring their value, by the defendant's railway to Leamington. These were lost by the company, whose liability, except so far as they were protected by the Carrier's Act, was admitted. When the plaintiff first applied to the company for compensation, he stated the value of the rings to be from £17 to £20 (which was, in fact, the retail price). But at the trial, the defendants having pleaded the Carrier's Act, he stated the value to be £9 14s. 6d., the price at which the rings were invoiced to him by the manufacturers.

Powell, Q.C., applied for a rule for a new trial on the ground of misdirection (the damages being under £20), and contended that the value of the rings must mean their value to the plaintiff at Leamington, where he could not have replaced them under £17; and cited *Rice* v. *Bazendale*, 7 H. & N.

POLLOCK, C.B.—There can be no rule; we must treat this matter as it actually comes before us. You make out no case on the ground of misdirection, and we cannot interfere with the finding of the jury on the ground of its being against the weight of evidence (the damages being less than £20).

The rest of the court concurred.

Rule refused.

BENNETT *v.* DAILY.—This case was tried before CHANNELL, B., at Exeter. The jury returned a verdict for the defendant.

The action was upon a bill, and the question was whether the plaintiff was a *bonâ fide* holder of the bill for value.

Coleridge, Q.C., applied for a rule for a new trial, on the ground of the verdict having been against the weight of evidence.

The Court refused the rule.

CAULFIELD *v.* GRANGE.—This case was tried before PIGOTT, B., at Stafford, when the plaintiff was nonsuited.

Gray, Q.C., moved for a rule to set the nonsuit aside.

Rule refused.

CASSELL *v.* MORTON.—This case was tried before BRAMWELL, B., at Chester.

Grant moved for a rule for a new trial on the ground of surprise.

Rule refused.

COURT OF BANKRUPTCY.

April 20.

(Before Mr. Commissioner HOLROYD).

IN RE HOLLISON.—This was an adjourned sitting for examination and discharge.

C. E. Lewis (solicitor) appeared for the assignees, and *Reed* for the bankrupt.

F. J. Hollis was an attorney, practising at Winchester. He applied to the Court upon his own petition, in consequence of his non-success in a chancery suit instituted against a gentleman named Bulpit, in which he was condemned in costs. At a former sitting the bankrupt had been required to file a more explicit statement with regard to an interest in the Itchen Navigation Company, which he had valued at £20,000. A statement of accounts returns debts and liabilities £685.

C. E. Lewis said the case was still in the same position. The bankrupt had sought the aid of this Court merely for the purpose of freeing himself from two debts, which he ought to have discharged. As for the value placed by the bankrupt upon his interest in the Itchen Navigation Company, that was quite imaginary, and the assignees would be only too pleased if they could realize anything from it. He suggested that the sitting should be again adjourned.

On behalf of the bankrupt it was contended that no further information could possibly be given with regard to his interest in the Itchen Navigation Company. Although his interest was not at present of marketable value, it was quite possible that the shares might prove to be as valuable as those of the New River Company. The bankrupt had been a long time before the Court, and he submitted that he was now entitled to his order of discharge.

His Honour reviewed the figures, and said he thought the bankrupt was now entitled to pass his examination.

In answer to the Court, *Lewis* said he did not think he could bring the bankrupt's conduct within the 159th section.

The order of discharge was then granted.

REVIEW.

Solicitors' Bookkeeping by Two Methods, single column and double column, with Forms and Practical Illustrations for the working of each; together with directions for balancing the past accounts prior to the substitution of either of the above systems; and also directions for commencing new books at once without previously balancing. By GEORGE JAMES KAIN, F.R.S. London: Waterlow & Sons.

This work is one of the best illustrations of the much-ignored truth that the most scientific method of treatment is generally capable of being made also the most practical.

The author in his preface states the "whole art of bookkeeping" in a few clear words, which, when once thoroughly taken in, leave but little to be taught on the subject.

"All business transactions between man and man being either in credit or for cash, there are but four kind of entries to record—receiving credit, giving credit; receiving cash, giving cash. The results of bookkeeping required to be known are three, to show how those transactions affect the practitioner's position with—

1st. Himself (cash or capital).

2nd. His business (profit or loss).

3rd. *The world* (debts due to or from him).

The most complex balance-sheet ever produced contains no more than these three results and their sub-divisions."

Having thus shown the true simplicity of the subject, when rightly looked at, and made some forcible remarks upon the duty incumbent on every professional man of keeping his books in proper order, Mr. Kain proceeds to explain his system.

This we shall not do for him—first, because it would be unfair; and, secondly, because we could not materially shorten his statement without spoiling it; suffice it to say that it appears to us to be as completely efficacious as the most complicated system of Italian double entry, and infinitely more comprehensible than any ordinary trade books we have come across. In truth, there are not two *systems* of bookkeeping possible (for we do not call single entry books kept at all), but there are many *methods* of carrying out the system, and Mr. Kain's appears to us one of the very best of them.

The single column books, though very simple, and suitable for a firm whose transactions consist exclusively in professional charges and expenses, is not so well adapted for general purposes as the double column, which in effect converts the cash journal into a complete record of all the transactions, and supersedes all necessity for bill book, cash book, journal, and all the other books of the same nature which generally figure (whether duly used or not) in a set of trade account books. Of the triple column system we cannot speak, as, though referred to in the work before us, it is not described.

The work concludes with copious specimens of accounts kept according to the two systems, from which any one with the slightest previous knowledge can at once learn to keep his accounts with accuracy and facility.

COURTS.

COURT OF QUEEN'S BENCH.

Sittings in Banco.—(Before BLACKBURN, SHEE, and MELLOR, JJ.)

April 23.—*Strauss* v. *Francis.*—*Libel.*—Dr. *Kenealy* moved for a rule *nisi* for a new trial in this case.

The action, our readers are probably aware, was for an alleged libel written by Mr. Lush, the judge's son, in the shape of a review of the plaintiff's work, and published by the defendant, who is the publisher of the *Athenæum*. The action was tried at the last assizes for Surrey, at Kingston, before Lord Chief Justice Erle, when, after a great many extracts from the work had been read, the plaintiff's counsel got up and said that he thought he could not carry his case further, and then the counsel on both sides made an arrangement that a juror should be withdrawn. It was contended by the plaintiff that his counsel on the trial had no authority whatever to destroy his client's case, to abandon it, and give it up wholly to the winds, without some communication with his client. He wished it to be understood that he had no wish to cast the slightest imputation on his learned friend who conducted the case for the plaintiff.

Mr. Justice MELLOR.—Then your contention is, that no counsel without the express consent of his client can agree to the withdrawal of a juror?

Dr. *Kenealy*.—Yes. He would quote the case of *Swinfen* v. *Swinfen* in favour of his point.

Mr. Justice BLACKBURN said that went a great deal further than this case. The decision referred to had been very much doubted.

Dr. *Kenealy* said he was not aware that that decision had been judicially doubted since it was decided. He was aware that doubts had been expressed with reference to it in other quarters, on the ground of its being an inconvenient decision.

Mr. Justice MELLOR.—That case was with regard to the apportioning an estate.

Dr. *Kenealy* said that all he contended for was the admission that counsel had only a limited authority. This was a compromise of the case, and in such a case counsel must have the special instruction of his client to do so. An attorney could not withdraw from a case without the consent and authority of his client without subjecting himself to an action for negligence. If an attorney could not do it, could it be said that a barrister could do what an attorney could not?

Mr. Justice MELLOR.—The question is, whether after the defendant's case had commenced, and the plaintiff's counsel considered it would be worse for him to go on, he has authority to stop the case?

Dr. *Kenealy* contended that a counsel could not even consent to a nonsuit without the plaintiff being called, and if a counsel could not agree to a nonsuit without the assent and knowledge of his client, *a fortiori*, he could not consent without the authority of his client to a proceeding which tied up his hands far worse than if a verdict passed against him, because in the latter case he could set the verdict aside, but in that of the withdrawal of a juror he had no remedy. He moved on affidavits, one from the managing clerk of the plaintiff's attorney, stating that he

had informed the learned counsel that his client would not consent to the withdrawal of a juror.

Mr. Justice BLACKBURN said that was more in the shape of a remonstrance than an expressed prohibition.

The plaintiff, in an affidavit which he had drawn up himself in rather strong language, said he was present at the trial and was ready to be examined, and that he had several witnesses of high literary standing and competent scholarship ready also to give evidence in his favour. That when he was informed that his counsel proposed to give up his case, he energetically protested against it, and he insisted that the book which had been so unfairly assailed should be put in as evidence, and that no consideration would have induced him to withdraw his case from the consideration of the jury, but that when he returned into court, he was only just in time to hear the defendant's counsel's concluding remark to agree to withdraw a juror. Had he been in time, he should have protested against the proposed abandonment of his case, and have asked for the brief and conducted the case himself. No consideration would have induced him to withdraw a juror, and no consideration would have induced him to withdraw from the cause, but that rather it should go to the jury, no matter what the issue might be.

The learned counsel (Dr. *Kenealy*) contended that a counsel was hired for his advocacy in a trial, and not for his judgment. The two things were very different. He had no right to surrender a case to the opposite party without instructions.

Mr. Justice MELLOR hoped no counsel would receive a brief with his hands so fettered. Counsel ought not to receive a brief with such instructions. There would be more danger likely to result from counsel's hands being so tied than in the client being able to gratify his litigious spirit.

Dr. *Kenealy* said counsel might refuse to act unless he had unlimited power to act. The learned counsel contended that counsel was confined to advocacy and not to give his judgment and discretion. It was the legitimate duty of an attorney to make compromises and bargains. He protested against the doctrine that counsel had unlimited authority.

Mr. Justice BLACKBURN said the rule must be refused. There was nothing in the affidavits that had been produced to show that the client had withdrawn the counsel's authority, or to lead to the conclusion that the counsel had done such an unprofessional thing as to be the mere mouthpiece of the client, and to conduct the case without his own judgment, but, as Dr. Kenealy seemed to think, subject merely to give his eloquence and skill. On the contrary, one of the most important parts of the duty of a counsel was to exercise his judgment and discretion also. The learned counsel had only done what was within the competency of counsel to deal with in the management of a cause.

The other learned judges concurred.

Rule refused.

April 19.—*Redhead* v. *The Midland Railway Company.*—In this case the plaintiff sought to recover damages for an injury cause by the breakdown of a carriage in which he was travelling on the line of the Company. The action was tried before Mr. Justice Lush at the last assizes at Durham. The plaintiff's case was that the carriage was old and worn-out, and so broke down. The case of the company was, that it was a very good carriage, and that it had actually been inspected and found to be so, but that there was some latent defect in a tire of one of the wheels, which escaped inspection. The learned judge ruled that if this were so, there was no liability on the company, as they were not liable for latent defects not discoverable by reasonable care and skill. The consequence was that the plaintiff was nonsuited.

Mr. *Manisty* (with him Mr. *T. Jones* and Mr. *Kemplay*) now moved on his behalf for a rule for a new trial, on the double ground that the learned judge was wrong in his law, and that there had been a miscarriage of justice through false evidence as to the condition of the carriage at the time. Upon this latter ground affidavits were filed setting forth that on reading the report of the trial, a lady who had been a passenger by the same train, on the same journey, wrote to the plaintiff's advisers, stating that she had observed the old worn-out condition of the carriage, and complained of it; and it appeared that upon her evidence another passenger brought an action which was settled by the payment of £1,000. Upon the former point, a question of law, the learned counsel cited several cases in which it had been held in the old "coaching" days that a coach proprietor was bound to provide carriages which were "roadworthy," or fit for use, and was liable for accidents caused even by latent defects, and he applied that law to railway companies.

The COURT, though intimating some doubt as to the point of law, granted a rule *nisi* for a new trial on both grounds.

COURT OF COMMON PLEAS.

(Sittings at Nisi Prius, in Middlesex, before Mr. Justice WILLES and a Common Jury.)

April 21.—*Lewis* v. *Lewis.*—This was an action brought by the plaintiff, a barrister, against his brother, a captain in the army, to recover damages for slander.

Mr. *Kenealey* and Mr. *Thomas* appeared for the plaintiff, and Mr. *Hawkins, Q.C.*, and Mr. *Brandt* for the defendant.

It appears that the plaintiff and defendant (whose real name appears to be Levi) were not on very good terms, and that the plaintiff having called on the defendant at his club, the defendant returned the card, and declined to hold any communication with the plaintiff. The plaintiff thereupon wrote to the defendant two letters of an insulting character, of which the second was as follows:—

"Ernest,—You blackguard. I have waited here to see you. Let me know where you are to be seen. I want a few words with you!

"C. WRAY LEWIS, 97, Warwick-street, S.W.

"To Captain Levi, Esq., &c."

On the receipt of this letter, the defendant called a Hansom cab and drove to the address in the letter, and inquired for the plaintiff. There was some dispute as to what passed at the interview, but it was admitted that there were high words on both sides, and the plaintiff swore that the defendant said, in the presence of his landlady and her servant, "You are a d—d Jew thief, you rob every one, you have taken these apartments to rob these people, you are a bankrupt, and you have robbed all your tradespeople, you are a —— murderer; you murdered your child and your father; I give you all warning, he will rob you all."

The defendant admitted that he had said that the plaintiff had taken the apartments for the purpose of robbing them, and that he had robbed everybody, but denied the rest of the charge.

The defendant then drove away, and in consequence of the disturbance, Mrs. Prescott, the landlady, gave the plaintiff notice to quit, and as soon as it was convenient he left.

In cross-examination, the plaintiff admitted that on leaving he did not pay Mrs. Prescott any money, but gave her a promissory note for £11 for rent due. He did not know whether his butcher and baker were left unpaid. He left lodgings in Northumberland-place, owing 30s. for rent. He gave the landlady a cheque for £3, and asked for the difference. The cheque was dishonoured, but he believed that it was not presented until two months after it was drawn. He had been twice bankrupt, and his father had paid £20,000 for his debts, and made him a weekly allowance. When he left the letter at the club addressed to the defendant as Captain "Levi," he meant to insult him. The family name was, in fact, Levi.

The jury, without hesitation, found for the defendant.

The learned JUDGE said that, as he might feel it to be his duty, after consulting the other judges, to send a copy of his notes to the benchers of the plaintiff's inn of court, he wished to know what inn it was.

Mr. *Brandt.*—Gray's-inn, my lord.

COURT OF EXCHEQUER.

(Sittings in Banco, before the LORD CHIEF BARON, and BRAMWELL, MARTIN, and PIGOTT, BB.)

April 20.—*Bill* v. *Bagnall.*—This case was tried before Mr. Baron Bramwell, when a verdict was found for the plaintiff.

Mr. *Bush Cooper* now moved for a rule calling upon the plaintiff to show cause why the taxation of his costs should not be reviewed, and why the plaintiff should not pay the costs of the present application.

It appeared that the case had come before Mr. Justice Willes upon summons, who thought, under the circum-

stances, that the application ought to be made to the full Court. The affidavit of increase was sworn by the plaintiff. All the witnesses were charged for as having attended in the country for eight days.

Mr. *Cooper* read an affidavit made by a man named Panton, in which he swears that, instead of having received a sum of £9 10s., which had been charged in the plaintiff's bill of costs, he had received £3 10s. and no more, and at the request of the clerk of the plaintiff's attorney he had signed a receipt for £7 10s., protesting against being called upon to do so at the time; but the clerk informed him that it was a mere matter of form, and that the balance would be sent down and paid to him.

It was said that all the witnesses for the plaintiff, excepting one, went by the same train with Panton and returned with him, and that they were only away six days altogether.

Panton swore a second affidavit, in which he differed materially from the first he made. He says that he received £3 only in money, and settled the balance in account; that he did not understand the first affidavit he had made, and had been deceived as to its contents.

Panton then made a third affidavit, in which he said that the clerk had taken him to a public-house before he made his second affidavit; that he (Panton) got drunk, and did not understand the nature of the second affidavit.

The affidavits made by the other witnesses contain this remarkable paragraph, that they were absent "six days or more." Each affidavit contains the same paragraph.

The COURT granted a rule.

COURT OF ADMIRALTY.

(Before the Right Hon. Dr. LUSHINGTON.)

April 24.—*Claims by the American Government.—The Chameleon, otherwise the Tallahassee.*—This was a claim made on the part of the American Government to recover a valuable vessel, which had been employed in the Confederate service, and after the cessation of hostilities was found with other vessels at Liverpool. The Government of the United States had instituted a suit in the sum of £20,000, to recover the vessel and tackle, and the marshal of the Court (Mr. Evan Jones) had arrested the ship, and she was now in his possession. The cause came on to-day for hearing, and was not opposed.

Dr. *Twiss*, *Q.C.*, and *Mr. E. C. Clarkson* applied for an order that the vessel might be delivered up to the United States, as belonging to their Government. It had been used by the Confederates.

His LORDSHIP asked if there was any objection?

Dr. *Twiss* believed there was none.

The learned JUDGE said, as there was no objection, the application would be granted.

Order accordingly.

MARYLEBONE POLICE COURT.

April 21.—Dr. Thomas de Meschin, 5, Fig Tree-court, Temple, Barrister (better known as Mr. Mossom Meekins), was charged with committing an assault on Police-constable Michael Flannigan, 229 S.

Mr. *Pain*, solicitor, appeared for the officer; and Mr. Loxton, superintendent of the S division, watched the case on behalf of the Commissioners of Police.

The case was first before the Court on Thursday, when, at the prisoner's request, Mr. Arnold, who was then sitting, adjourned the hearing upon two grounds—the first being that the prisoner had to attend a committee meeting of the House of Commons, and the second that he wanted a summons against the officer for assaulting him. Both cases were now heard together before Mr. Mansfield.

It appeared from the evidence that the prisoner was returning home from a ball, when he came upon the policeman, who was walking on "the wrong side" of the footpath. The prisoner apparently ordered the policeman, somewhat imperiously, to get out of his way (although it appeared that there was plenty of room to pass), and on the policeman refusing to do so high words ensued, at the end of which the prisoner struck the policeman a blow on the cheek (he said that he only intended to knock off his hat) and then ran away, when he was stopped and taken into custody by Thomas Sudbury, 178 S. Each party accused the other of being drunk, but the result of the whole evidence tended rather to the conclusion that both were sober. The policeman having given evidence to the foregoing effect, Mr. Pain called

William Bendell, police sergeant 33 S, who deposed:—I was acting inspector at Albany-street. The prisoner was brought in at 10 minutes to 4 in the morning. The prisoner said to me, "I should like to draw your attention to the constable (Flannigan), for I believe he is drunk." I went to the constable and examined him, and saw there was a large lump on his left cheek. I said to the prisoner "The constable is as sober as I am, and more sober than you are." I told him if he had been quite sober perhaps he would not have committed the assault. He said "I own I did strike him, but what business had the —— fellow to stand in my way?" I asked him how he was standing in his way, and he said he (Flannigan) was walking up by the houses, instead of on the kerbstone, which was his place. I said the footway at Stanhope-terrace was ten or twelve feet wide, and he might have passed without coming in contact with the officer. I took the charge, and the prisoner said he would not be locked up, for he would defy me and all the magistrates in the world to detain him, as he had business of importance at the House of Commons, where he was bound to be at ten o'clock. He was detained. He was bailed out at half-past eight.

This being the case on behalf of the police, the complainant related his case against Flannigan, whom he had summoned for the assault. He seemed in a very excited state. He said, "My chambers are at No. 5, Fig Tree-court, Temple. I was walking along the pavement, and I may say I was perfectly sober. I was walking by the wall, and as I came up he (Flannigan) moved towards it. There was room enough before for me to pass. I said that was extraordinary conduct, and was about going on, when he kept attempting to strike me in the face or some other part of my body. I put up my arm and received the blow upon it, which was an extremely violent blow. He called me all sorts of names, and I saw he was drunk, and I believe I said I would strike him. I thought the best thing I could do to get from him would be to knock off his hat, as he was so drunk he could not pick it up, and then run off. I did so, and ran away. I was stopped by another policeman, and asked him for his protection. I have travelled on foot in all parts of Europe, and been in the face of brigands, and I can truly say I never felt so much terror as I did in the presence of that man (pointing to Flannigan). I was terrified, and did appeal to the other man for protection. When I was going with the other constable Flannigan struck me on the breast, but I am almost sure the other constable did not see it. He was pinching my arm, and all that sort of thing. I insisted on taking hold of his wrist for my own protection, as I thought he would take out his baton.

Another reason why I think he was drunk was because I held his wrist all the way to the station-house. A sober man would not have allowed me to do so. No. 178 must have been under the impression that he was drunk, because he did not prevent my holding his (Flannigan's) wrist. I never in my life felt a greater terror of any man.

Mr. *Pain*—Now, sir, with every degree of caution, mind how you answer the question I am about to put to you. Since this occurrence you have had time for reflection, and now, do you still persist in saying the officer was drunk?

Mr. De Meschin—O, yes. I do say so.

This being the close of the case on both sides,

Mr. MANSFIELD said—The summons against the constable is dismissed, and I must say that I think, from the evidence adduced, that the charge against De Meschin has been completely established. He must have been mad, or not in possession of his senses, or else under the influence of drink, to act in the manner he did. His conduct has been most wanton and wicked. Since the occurrence he has had ample time for reflection, and he still persists in uttering a most infamous lie in saying that the officer was drunk. I have no doubt whatever that if I was to impose the highest penalty, which would be the maximum sum of £5, that it would soon be paid. I shall not do that, as it would be no punishment adequate to this case. I therefore sentence you to seven days' imprisonment.

Prisoner—But I want to reply.

Mr. MANSFIELD—You have no right of reply. The case is at an end.

Prisoner—But I can address you.

Mr. MANSFIELD—The case is over. Your conduct has been abominable. Remove him.

The prisoner was then conveyed to the cells.

GENERAL CORRESPONDENCE.

Law Reporting.

The following, which has appeared in the *Jurist*, has been sent to us for publication:—

Sir,—When, on the first day of Michaelmas Term, in the year of grace, 1865, certain gentlemen took their places in the different courts of law and equity, as the chosen representatives and assistants of the "Council of Law Reporting," we lawyers were encouraged to expect great things. "Take tickets for our forthcoming series of ordinaries, price £5 5s., to cover the cost of your entertainment for the space of one whole year," insisted the council, "and we will show you a thing or two. For the first time in your existence you shall know what it is to set down to a well ordered and wholesome repast, and loathe the garbage on which you have hitherto been accustomed to feed. We engage to provide the best of viands, the most skilful and cleanliest of cooks. Our *pièces de résistance* shall be as nutritious and invigorating as those served up to your forefathers by that eminent *cordon bleu*, Edward Coke. Your palates shall be tickled with delicacies short and crisp as those tossed up for the happy practitioners of his time by Edmund Saunders, of pleasant and immortal memory. We will bring to bear upon your entertainment all the acumen of a Blackburn, a Cresswell, and a Welsby, unaccompanied by the dilatoriness and want of punctuality, which, it must be confessed, somewhat marred the fair fame of those renowned artistes."

> At a dinner so various, at such a repast,
> Who'd not be a glutton and stick to the last?

thought we, and paid our money.

Well, sir, the 1st January, 1866, arrived in due course, and we were all expectation. "The guests were met, the feast was set," the covers were removed, and lo! before us appeared the old familar manna on which we legal Israaelites had so long subsisted, and against which the council had taught us to kick and rebel; but where were the promised quails? To drop metaphor, we found, as we had all along suspected, that reporting is reporting, whether carried on under the sanction and superintence of a "council," or a less dignified form of management. We found, upon comparison, that the cases in the "Law Reports" were in some instances not very much better, and in others not very much worse, rendered than in the pages of our ancient friends, the *Jurist* and *Law Journal*. Still, not having formed too extravagant hopes, our disappointment was the more endurable; and, after all, if there was nothing to challenge excessive admiration, there was, on the other hand, but little to cavil at in our newly made acquaintance. We therefore accepted, without objection or comment, the February and March instalments of his lucubrations.

But with the April issue of the work appeared a fresh feature, viz., the first number of the appellate series; and here it must be confessed, by his most strenuous supporters, that our young friend falls short of the mark. Let his subscribers and readers turn to the report of *Jack*, App., *Isdale*, Resp., and their admiration will scarcely be of the kind termed respectful. If Lydia Languish in her old age had wandered into the House of Lords during the argument in the above case, and had jotted down a few feeble notes on the back of her fan, she might, on attempting to reduce them to a readable form, have commenced as follows:—"This case (one of great social importance) divided the learned judges of the Court of Session in Scotland—seven of them having voted for the decision under appeal, and six against it—the minority including the high name of the Lord President, whose mind had been for more than twenty years applied to the subject, and who was said to have framed the statute passed in 1845, which had generated the litigation." And the same lady, if pressed to try her hand at a head note, might possibly have introduced into it, "Per the Lord Chancellor.—Did the trustees by consenting to the marriage, and (as I think I may assume) by consenting to the settlement, deprive themselves of this power? My clear opinion is that they did not." Young reporters, whose style is as yet unformed, and who are in search of a model, are referred to *Weller et al*, Apps., *Ker et al*, Resps.

Now, sir, I submit this sort of twaddle is not what the profession have a right to expect at the hands of the council. Those gentlemen and their more ardent followers, at the outset of their undertaking, strenuously demanded of every practitioner two things—first, that he should become a subscriber to the forthcoming publication; and, secondly, that he should withdraw his support from, and in every possible way discountenance, all then existing sets of reports, whether "regular" or "irregular."

This requisition was based upon a promise that the new series should be the nearest possible approach to perfection; and that all others would consequently be found superfluous. How far this undertaking has been redeemed in the instances to which I have drawn attention the profession will judge; but in the meantime I would impress upon the council that they cannot afford to indulge frequently in flights of this kind. Success in commercial speculations, whether the subject matter be the supply of a series of law reports or of a pound of sugar, is only attainable by the furnishing of an article answering contract. F. O. B.

Proxies for Voting.

We have been requested to publish the following correspondence:—

70, Fenchurch-street, London, April, 12.

Sir,—The 24th & 25th Vict., c. 91, s. 27, provides that the stamp duty (now reduced to one penny) "upon a letter or power of attorney . . . or other instrument in the nature thereof (such, for instance, as a proxy for voting), may be denoted by an adhesive stamp, to be provided by the Commissioners of Inland Revenue and affixed to the instrument, and cancelled by the person signing the instrument by writing his name, or the initials thereof, upon or across the stamp, together with the date of the day of the meeting for voting at which the instrument is made; but nothing herein contained shall relieve any person from the penalty incurred by making or signing any such instrument on paper not duly stamped, or by voting, or attempting to vote, under the authority thereof, unless there shall be affixed thereto and cancelled as aforesaid, the proper adhesive stamp."

The penalty referred to is £50.

Now, to give this enactment its literal effect, it would appear that the person signing a proxy paper to which an adhesive stamp is affixed, must cancel that stamp, not only by writing his name or his initials across the same, but also by writing the date of the day of the meeting at which the proxy is to be used. But how would it be in the case of an illiterate person entitled to vote at a meeting, who is not only not able to write the "date of the day of the meeting," but even his own name? Probably were the name of a person the only requirement necessary to effect the cancellation of a stamp, the mark of an illiterate person duly attested would be deemed a sufficient signature; but, inasmuch as it is essential "that the date of the day of the meeting" should also be written across the stamp, is it to be understood that that could not be written by some other person on behalf of the individual putting his mark? Would a person voting under a proxy, the stamp affixed to which is cancelled by the mark instead of the name of the individual signing, and with the date of the meeting written, not by that individual, but by another on his behalf, be liable to the penalty of £50?

In a company for which I am concerned certain proxies have been received in which the cancellation has been effected by the person appointing the proxy writing his name across the stamp, the date of the meeting having been first written by the proxy himself. Are those proxies null and void?

As affecting the voties at meetings of joint-stock companies this is a question of vital importance. On the one hand, if the Act is to be construed strictly, it would appear that a person incapable of writing is effectually shut out from voting by proxy. On the other hand, whole hosts of persons appointed proxies are, in ignorance of the law, constantly exposing themselves to the infliction of penalties, which it would not always be easy to withstand.

Will you kindly favour me with your views upon this subject at your earliest convenience. I should be greatly obliged if you could write to me by Monday morning next.—Yours most obediently, Thos. W. Rogers.

The Solicitor of Stamps, Somerset House.

Solicitors' Department, Somerset House,
London, W.C., April 16, 1866.

Sir,—In answer to your letter of the 12th instant, I am not aware that the case which you suggest, of "the date of the meeting" being written at the time of making the instrument across the adhesive stamp on a proxy by another person on behalf of an illiterate person, incapable himself of writing it, has ever come under the consideration of a court

of law; but as far as the board are concerned I think I may safely say that the Commissioners would not, under such circumstances, and considering the reason for which it is imposed, enforce the penalty.—I am, sir, your obedient servant,

STEPH. DOWELL.
Assistant Solicitor of Inland Revenue.

T. W. Rogers, Esq.

CONVEYANCING.

Sir,—will you, or any subscriber, be so good as to answer the following quæries in your next number:—

Can a contract in writing by a tenant in tail for the disposition of his estate be enforced *in his lifetime* in equity, or can damages be recovered at law for the breach of contract?

Is a will informally executed made effectual by a codicil properly executed referring to the will?

In the case of a sale to a corporation *for value* is it necessary that the corporation should have a license to hold in mortmain?

A STUDENT.

THE CANNON-STREET MURDER.

Sir,—In the interest of justice I desire to make the following statement:—At the adjourned inquest held this day in the vestry-room of St. Antholin's Church, Watling-street, I attended on behalf of William Smith, the prisoner charged with the above murder. The first witness deposed that she identified the prisoner as the person she saw leaving Bevington and Son's establishment on the night of the murder, giving as her reason that "she caught his eye." Upon my requesting this evidence to be taken down, the coroner ordered me to be removed from the court, and said he would commit me. Thereupon one of the officers turned me out of the room, and the attorney for the prosecution was thus left unopposed.

I submit that the course pursued by the coroner is not calculated to further the interests of justice.

THE ATTORNEY FOR THE PRISONER.

April 25.

APPOINTMENT.

WALTER OVERBURY, Solicitor, Norwich, to be deputy-registrar of the Archdeaconry of Norwich, jointly with Mr. Edward Steward.

PARLIAMENT AND LEGISLATION.

HOUSE OF COMMONS.

Tuesday, April 24.

COLONIAL BISHOPRICS.

Mr. SELWYN, Q.C., asked whether the Bishopric of Nelson, New Zealand, had not continued vacant for many months in consequence of the refusal of her Majesty's Government to assent to the consecration of a successor, although such successor had been nominated by the Bishop of London at the request, and with the subsequent approval, of the synod of the diocese; and whether such assent had not been requested by the Archbishop of Canterbury, and by the bishops and other members of the church in New Zealand, without asking for any patent, or for the grant of any temporal dignity or coercive jurisdiction. He also asked whether the assent of the Crown had not been given in respect to the diocese of Rupert's Land.

Mr. CARDWELL said it was quite true that the succession to the Bishopric of Nelson had remained vacant for some time, in consequence of the inability of the Crown to give its sanction to the appointment of a successor in the usual way. That inability had been occasioned by the difficulties which have arisen in the law in consequence of the decision of the Privy Council in the case of Natal. The bishops of New Zealand had presented a memorial to the Crown, in which they prayed that they might be permitted to surrender their letters patent, and demanded that the consecration of their successors might be regarded as conveying no authority or legal effect. They further prayed that they might be permitted to fill up vacancies in their own body, by their own inherent right, without letters patent. That memorial was accompanied by a minute of the ministers of New Zealand, objecting to the creation within the colony of corporations by the act of the Crown without their advice, and objecting to any arrangement by which any *quasi*-jurisdiction of the bishops of New Zealand should receive any authority from the Crown. Under these circumstances, and considering the difficulties with which the question had been beset since the decision in the Natal case, it had been the opinion of her Majesty's advisers that a bill should be prepared in order that the whole subject might be brought under the consideration of Parliament. The bill would be brought forward at the earliest opportunity. With regard to Prince Rupert's Land, the bishop was waiting consecration at the time that judgment was given, and, in order to avoid the extreme inconvenience that arose in the Natal case, letters mandate were given under the advice of the law officers of the Crown.

Thursday, April 26th.

CONFERENCES BETWEEN LORDS AND COMMONS.

On the motion of Sir G. GREY, a motion was agreed to the effect that messages might take place between the two houses instead of conferences.

THE PARLIAMENTARY OATHS AMENDMENT BILL.

Sir G. GREY moved that the lords' amendments to this bill be agreed to. The right hon. gentleman said that the three amendments made in the preamble, and in the first and sixth clauses were perfectly harmless, and the house would do well to accept them. He was glad that this measure had met with the general concurrence of all political parties in both houses, and that now all distinctions of the religious creeds of members in coming to the table to be sworn would be disregarded.

Mr. WHALLEY proposed to add to the oath, after clause ending "her heirs and successors," the words "being Protestants," explaining that his object was to secure the Protestant succession to the throne of this country.

The proposal not having found a seconder, it fell to the ground, and the lords' amendments were agreed to.

LANDED ESTATES COURT (IRELAND).

Replying to Mr. WHITESIDE,

Mr. C. FORTESCUE said the Government had determined that the vacant judgeship of this court should not be filled up, and that decision had been communicated to the Treasury by the Attorney-General for Ireland a few months* ago.

Pending Measures of Legislation.

PROPERTY OF FELONS.

The Attorney-General's bill for abolishing forfeiture for treason and felony provides also for the care and administration of the property of convicts while under sentence of death or penal servitude, by the appointment of administrators or curators, to be remunerated by a percentage on the property. If the Court condemn the convict to pay the costs of the prosecution, the administrator may pay such costs out of the convict's property, and may also pay the costs of his defence, may pay his debts, may make satisfaction or compensation to persons defrauded by his criminal or fraudulent acts, although not proved in any court, and may make an allowance for the support of his wife and relatives dependent on him. The residue of the property is eventually to revert to the convict. A person convicted of treason or felony is to be thenceforth incapable (unless he shall receive a free pardon) of holding any military, naval, civil, or ecclesiastical office or benefice, or other public employment; and is to forfeit the same, and also any pension or superannuation allowance payable by the public out of any public fund on conviction. He is also to be thenceforth incapable of sitting or voting in either House of Parliament, or exercising any right of suffrage or other political franchise.

IRELAND.

A rumour is running about the Four Courts that, in the event of a change of ministry, the new Irish Chancellor will be Sir Hugh Cairns. As, however, it is pretty generally believed in London that he will, in such case, be offered the Great Seal of Great Britain, it is unlikely that he would accept that of Ireland. It is, however, proper to add that we have heard, on high legal authority, that in the event of the advent to power of the anticipated "Reconstruction" ministry, Lord Cranworth will probably continue on the woolsack.

* In a spirit of prophecy?—ED. *S. J.*

SOCIETIES AND INSTITUTIONS.

LAW STUDENTS' DEBATING SOCIETY.

At the meeting held at the Law Institution, on Tuesday, the 24th April inst., Mr. G. Sangster Green in the chair, the adjourned discussion of the question "Should the Government Reform Bill pass the second reading?" was commenced by Mr. Peachey. Upon the question being ultimately put, it was decided in the affirmative by the casting vote of the president.*

ARTICLED CLERKS' SOCIETY.

At a meeting held at Clement's-inn Hall, on the 25th April (Mr. H. J. Mead in the chair), Mr. Runciman (by his deputy) moved "That the conduct of Governor Eyre with respect to the rebellion in Jamaica is worthy of approbation." Mr. Ratcliff (by his deputy) opposed, and the motion, after an animated debate, was carried.

ADMISSION OF ATTORNEYS.

Queen's Bench.

NOTICES OF ADMISSION.

Trinity Term, 1866.

[The clerks' names appear in small capitals, and the attorneys to whom articled or assigned follow in ordinary type.]

ANDERSON, EUSTACE, Jun.—Eustace Anderson, 17, Ironmonger-lane.

ARTHY, ROBERT WILLIAM.—W. A. Arthy, Rochford.

BADHAM, RICHARD LESLIE STOWELL.—G. W. R. Wainwright, 9, Staple-inn.

BENSON, ROBERT.—William Moordaff, Cockermouth.

BLENKINSOP, CHARLES.—James Blenkinsop, Euston Station.

BLOXAM, MATTHEW LAWRENCE.—M. H. Bloxam, Rugby.

BLUNT, GEORGE HENRY.—William Freer, Leicester.

BOLTON, THOMAS DOLLING.—J. T. Bolton, Solihull.

BROOKE, MELANCHTON WILLIAM HENRY LOMBE.—William L. Brooke, Bury St. Edmunds.

BROWN, ROWLAND.—George Thomas, Carmarthen.

BROWN, WILLIAM CHARLES.—Christopher Ingoldsby, Louth; J. H. Bell, Louth.

BROWNE, EDWARD MONTAGUE.—N. C. Wright, 10, Bloomsbury-square; J. Becke, Northampton.

BURTON, WILLIAM.—Henry Atkinson, Manchester.

BUSSELL, WALTER.—John Glyde, Yeovil; H. Wood, Basinghall-street.

CHAMBERS, HENRY CROFT.—H. T. Chambers, Lincoln.

CHEESMAN, WALTER.—James Tassell, Faversham.

CLARK, MYLES ARIEL.—Edward Clark, Brentry, Gloucester; C. C. Prance, Evesham.

CLARKE, RICHARD EDWARD.—Richard Clarke, Shrewsbury.

COLLINS, JOHN RICHARD.—Thomas William Gray, Exeter.

COSENS, ALBERT HAROLD.—A. H. Wansey, Bristol.

COTTAM, CHARLES BEAUMONT.—Edward Poole, Southam.

COULSON, CHARLES.—John Roscorla, Penzance.

CRAIGIE, ADAIR.—Henry Edwards, King's Lynn, Norfolk.

CUTLER, CHARLES RICHARD.—William Weall, Bell-yard, Doctors'-commons.

DARWALL, ROBERT CECIL.—George Fielding, Dover.

DAVIS, EDMUND FRANCIS.—J. P. Davis, 15, Clifford-street, Bond-street; Edward Lawrence, 14, Old Jewry-chambers.

DAVIS, HAMMOND.—J. D. Saddler, Horsham.

DELMAR, CHARLES.—S. Sanderson, Berwick-upon-Tweed.

DIXON, JOHN.—N. P. Kell, Battle; Charles Sheppard, Battle.

DONNER, JAMES.—Edwin Hough, Carlisle.

DOVE, CUTHBERT JOHNSON.—T. Dove, Newcastle-upon-Tyne.

FREEMAN, JOHN CRICK.—J. & W. Crick, Malden.

FRODSHAM, EDWARD PARR.—Frederick Frodsham, Walton-on-the-Hill.

FROST, FREDERICK KING.—J. M. Pollard, Ipswich.

FRUDD, EDMUND BEWLEY.—Benjamin Marshall, Barnsley; W. Shepherd, Barnsley.

GEARY, HENRY.—Henry Geary, Windsor.

GEE, GEORGE EDWARD.—John Cutts, Chesterfield.

GELL, ALFRED FREEMAN.—J. A. Freeman, Brighton.

GOY, JOHN EDMUND.—W. H. Goy, Barton-upon-Humber.

GRIMWADE, CHARLES JAMES.—J. F. Robinson, Hadleigh; Alfred Rawlinson, 28, John-street, Bedford-row.

HARRIS, HENRY JOHN.—Henry Harris, Caincross, near Stroud; T. M. Croome, Caincross, near Stroud.

HARRIS, RICHARD.—Henry Vallance, 20, Essex-street, Strand.

HERBERT, FREDERICK SANDERS.—L. Jessop, Bedford; F. Herbert Chelsea.

HIGNETT, HORACE.—John Hignett, Chester.

HOLLIER, ELLIOTT JOHN.—Walter Canning, Dudley.

HOLMES, EDWARD CARLETON, Jun.—G. P. Holmes, Arundel; E. C. Holmes, 12, Bedford-row.

HOWLETT, ARTHUR.—F. J. Howlett, Wymondham; W. M. Wilkinson, 14, Bedford-street.

HUGHES, JOHN ANNOR.—R. D. Williams, Carnarvon.

JEWKES, EDWARD COOPER.—B. Robinson, Dudley; S. W. Johnson, Gray's-inn-square.

JONES, GEORGE ALBERT.—J. G. Price, Abergavenny.

KEMPSTER, JOHN GELL.—John Kempster, 1, Portsmouth-place, Lower Kennington-lane.

LAMB, THOMAS, Jun.—Thomas Lamb, Andover.

LEE, BARNARD.—C. V. Lewis, 8, Bedford-row, Holborn.

LYNE, CHARLES EDWARD.—F. W. P. Cleverton, Plymouth; William Harris, Stone-buildings, Lincoln's-inn.

MCCONNAL, GEORGE, Jun.—Thomas Rymer, Liverpool.

MCGOWEN, ROBERT.—George Haigh, Liverpool.

MALTBY, WILLIAM, Jun.—H. C. Stenton, Southwell.

MAY, EDMUND.—R. C. Dryland, Reading.

MAY, JOHN FREDERICK.—F. C. Rudyard, Macclesfield; John May, Macclesfield.

MONKHOUSE, JOHN CORY.—Robert Armitstead, Bolton-le-Moors.

MORGAN, WILLIAM CAREY.—W. Morgan, Birmingham.

MOUNTAIN, THOMAS.—William Grange, Great Grimsby; Frederick Carritt, 9, Milner-square, Islington.

NALDER, FREDERICK.—Frank Isaac Nalder, Shepton Mallet.

NEEDHAM, FRITH.—Jos. Needham, 1, New-inn, Strand.

OLLARD, HENRY.—H. A. Reed, 1, Guildhall-chambers, Basinghall-street.

PAINE, HENRY EDWARDS.—H. G. Grazebrook, Chertsey.

PARKER, ROBERT WILLIAM.—W. J. Barrett, 8, Bell-yard.

PARKERSON, RICHARD MOUNT.—H. A. Gregg, Kirkby Lonsdale.

PATTEN, ROBERT JOHN.—James Patten, 1, Verulam-buildings, Gray's-inn.

PEARSON, GEORGE.—J. P. Dyott, Lichfield.

PRATT, FREDERICK ROGERS.—N. T. Lawrence. 6, New-square, Lincoln's-inn.

RHODES, FREDERICK PARKER.—Charles Newman, Barnsley.

RICHARDSON, HENRY DALLIN.—Henry Richardson, York; J. F. A. Coppin, Ripon; J. Williamson, Jun., Great James-street, Bedford-row.

RIVINGTON, ARCHIBALD.—C. Rivington, 1, Fenchurch-buildings.

ROBERTS, ALFRED.—Joseph Wright, Doncaster.

ROBERTS, ALFRED WILLIAM.—Thomas Roberts, Rochdale; William Roberts, Rochdale.

ROBERTS, ROWLAND BENNETT STOKES.—T. Helps, Chester.

ROSCOE, ROSCOE.—Messrs. Hargreaves & Knowles, Newchurch, in the Forest of Rosendale.

RUSHWORTH, CHARLES GEORGE GOLDEN.—C. H. Rushworth, 10, Staple-inn, Holborn.

RYE, WALTER.—Edward Rye, 16, Golden-square.

SADLER, ROBERT.—Richard Smith, 7, New-square, Lincoln's-inn.

SCOTT, ALBERT EDWARD.—James Scott, 11, Lincoln's-inn-fields.

SHARPE, ARTHUR CYRIL.—A. S. Twyford, 5, Southampton-street, Bloomsbury; W. J. Williams, Brighton.

SMITH, JULIUS HENRY.—Francis Sanders, Dudley.

SUNDERLAND, CHARLIE SYKES.—T. B. Chambers, Brighouse, York.

TALBOT, CHARLES HENRY.—C. E. Matthews, Birmingham.

TAYLOR, JOHN, Jun.—John Taylor, 7, Gray's-inn-square.

TREVOR, WILLIAM CHARLES.—T. T. Trevor, Gisborough.

TURNER, JAMES.—Stephen Heelis, Manchester.

TURNER, JOHN.—J. P. Fearnon, 21, Great George-street, Westminster.

TWIST, GEORGE FRANCIS.—J. B. Twist, Coventry.

TYRER, WILLIAM.—John Ansdell, St. Helens.

WALLER, WILLIAM JAS. COULTON.—James Coulton, King's Lynn.

WARD, WILLIAM.—W. S. Ward, Leeds.

WENN, LIONELL ARTHUR.—B. P. Grimsey, Ipswich.

WHITBREAD, WILLIAM JOSSELYN.—John Crabtree, Halesworth, Suffolk.

WILKIN, CHARLES ATKINSON.—W. D. Gaches, Peterborough; Edward Maud, Leeds.

* Ominous?—ED. S. J.

WILLIAMS, RICHARD.—A. Howell, Welchpool.
WILLIAMS, WILLIAM PHILLIPS.—George Blakey, Newport.
WINDEATT, THOMAS WHITE.—W. F. Windeatt, Totnes; F. B. Cuming, Totnes.
WOOD, THOMAS GARD.—William Wood, 178, New Kent-road.

Trinity Term, 1866, *pursuant to Judges' Orders.*

GOLE, THOMAS, Jun.—Thomas Gole, Sen., 49, Lime-street.
MATHEWS, JAMES ALFRED STAVERTON.—W. H. Bennett, 14, Red Lion-square.
PATER, JOHN JAMES.—Thomas Eaton, Berkhamstead; John Pater, 49, Hunter-street; R. S. Gregson, 8, Angel-court.
STEVENSON, RALPH ALEXANDER.—John Adam Stevenson, Stoke-upon-Trent; C. Sedgley, Knutsford.

Trinity Vacation, 1866, *pursuant to* 23 & 24 *Vict. c.* 127.

ANDREWS, JOHN.—Hugh Jackson, 12, Essex-street, Strand; C. W. Young, 12, Essex-street, Strand; R. Pattison, 44, Bedford-row.
BOND, GEORGE ALFRED.—Thomas Hazard, Harleston, Norfolk; T. J. Newman, Barnsley.
CLAYDON, CHARLES BROADBELT.—William G. Roy, Great George-street.
COBB, HENRY PEYTON.—H. P. Southey, 6, Lincoln's-inn-fields.
COOKE, FREDERICK DUCKERING.—L. J. Brackenbury, Alford.
ELLIS, HUBERT DYNES.—William Rothery, Jun., 6, Godliman-street; John Nelson, 6, Godliman-street.
JEANS, WILLIAM DAMPIER.—J. F. Marsh, Warrington.
MACARTHUR, ROBERT JOHN.—C. Harcourt, King's Arms-yard.
MCMILLIN, THOMAS.—John McMillin, 39, Bloomsbury-square.
NEWMAN, CHARLES OCTAVIUS.—E. Newman, 7, King's Bench-walk.
SCOTT, CHARLES, B.A.—A. Fox, Finsbury-circus; J. E. Fox, 115, Chancery-lane.
SPENCER, JAMES.—W. H. Watson, Bouverie-street.
YOULL, JOHN GIBSON.—William Chartres, Newcastle-upon-Tyne.

LAW STUDENTS' JOURNAL.

QUESTIONS AT THE EASTER TERM FINAL EXAMINATION.

I.—COMMON AND STATUTE LAW AND PRACTICE OF THE COURTS.

1. A verdict is given for a sum not exceeding £20 in an action on contract, and the judge certifies (1) that there appeared to be sufficient reason for bringing the action in a superior court; and (2) that the cause was proper to be tried before a judge of a superior court, and not before a sheriff or judge of an inferior court. What is the effect of these two certificates respectively on the plaintiff's costs, and how would the plaintiff's costs have stood without them?

2. What are the conditions for obtaining leave to appear in an action under the Bills of Exchange Act, and what advantage does the plaintiff in such an action obtain by suing under the Act?

3. What is the rule as to costs, when money is paid into court in respect of any particular sum or cause of action, and is accepted by the plaintiff in satisfaction, there being issues in respect of other causes of action?

4. What is the rule for reckoning any particular number of days prescribed by the rules or practice of the courts, when not expressed to be clear days?

5. Describe, very briefly, the exclusive and concurrent jurisdictions of the three superior courts of Common Law.

6. At what time may a good notice to quit be given, in the cases respectively of a yearly, monthly, or weekly tenancy?

7. What is secondary evidence?
Is it, or is it not, always of the same degree of legal value, as compared with primary evidence? Illustrate your answer by an instance.

8. What is the personal liability of a husband for debts of his wife, contracted by her *dum sola*—(1) during the marriage—and (2) after her death—and when can he be sued alone for them?

9. Can a *feme covert*, sued alone, appear by attorney, and if she succeeds on a plea of coverture, to what costs is she entitled?

10. When a factor sells goods for an undisclosed principal, in whose name may, or must, an action be brought for their price, and what is the rule and principle of set-off in such a case?

11. What steps would you take for the plaintiff, if to a declaration containing only a count on a promissory note, a plea of never indebted were delivered? and give your reason.

12. Within what date can an original writ of summons be renewed?

13. A father and his infant child are injured by the same tortious act—In whose name or names must an action or actions be brought to recover damages for the injuries respectively received?

14. What was decided in the "six carpenters'" case?

15. State the general common law rule as to interest on debts, in the absence of any express agreement to pay interest.

II.—CONVEYANCING.

1. On sale in fee of building land in lots, how can you best secure in perpetuity the purchaser of one lot against building on, or annoyance from, another? State any different modes of effecting such object.

2. What are the respective interests of husband and wife in, and powers of disposition over, leasehold property, possessed by the wife at the time of the marriage?

3. State the law as to the power of a wife to dispose of her reversionary interest in personal property, and the mode of disposition, having regard to the date of the instrument under which she acquired the interest?

4. By what recent act, and under what regulations, do judgments and process of execution thereon affect purchasers and mortgagees?

5. Give, succinctly, the distinct leading qualities of copyhold tenure, and state the special mode of transfer of that property at law, and the mode of creating and transferring equitable interests in it, on sale or mortgage.

6. State the essential points to be observed in framing a power of sale in a mortgage in fee.

7. In case of sale or mortgage of a reversionary interest in funded property, what precaution should be adopted by the purchaser or mortgagee, distinguishing the case of property vested in trustees, and property vested in the Court of Chancery?

8. What are the remedies of a mortgagee, under a common mortgage in fee, whereby he may best enforce payment of the money, and after sale, may he, or not, proceed on the covenant to pay?

9. May minerals, with right to work them, be excepted out of a conveyance of land in fee, and remain distinct property—what amendment of the law as to such an exception in certain sales or other dispositions, has been made, by a recent statute?

10. Is a tenant for life authorised by the leases and sales of settled Estates Act, 1856, to make any leases?

11. How is a condition for taking and using the name and arms of a settlor enforced?

12. What are the requisites to the valid execution of a will? and by what means may a will be revoked?

13. What covenants are included by the expression "usual covenants" in a contract for the lease of a private house in London, and of a farm respectively?

14. On what securities may trustees now properly invest trust funds, without an express authority in the instrument creating the trust?

15. If real estate be devised to a trustee who is unwilling to act, and who has not acted, what is the usual and proper course to be taken by him?

III.—EQUITY AND PRACTICE OF THE COURTS.

1. In what respects is an administration summons less effectual than a bill for the administration of the estate and effects of a deceased person?

2. How does a creditor, whose claim has been disallowed by the Chief Clerk, proceed, and within what time must he do so after the signing the certificate?

3. Can any parties to a suit bid at a sale by auction made under a decree of the Court? Can a receiver do so?

4. What formalities must be observed in the preparation and completion of an affidavit before it can be read in court?

5. What must be done to enable you to use in support of a motion, an affidavit filed before the date of the notice, and what to use one filed after the date, and why?

6. Has an executor, who is a creditor of his testator, any advantage over other creditors?

7. When a party has an equitable defence to an action at

law, at what period of the proceedings at law may he apply to the Court of Chancery to restrain them?

8. In what does an injunction, under the Common Law Procedure Acts, differ from an injunction of the Court of Chancery?

9. What is the meaning of a party being 'put to his election,' and give an instance?

10. How do you proceed where infants are to be served with notice of a decree?

11. What acts amount to a part performance of a parol agreement to sell land?

Does the delivery of an abstract, the payment of deposit, or letting alleged purchaser into possession?

12. Where the consideration in a contract for a purchase is an annuity for the life of the vendor, and the vendor dies before completion, will the Court enforce it?

13. What are the duties and powers of a receiver—can he distrain for rent in arrear, cut timber, give notice to quit, or let the estate without the authority of the Court?

14. Can a man, under any circumstances, be found a lunatic without personal inspection by the jury?

15. If parties fail in establishing the lunacy, do the costs of the inquiry in any case fall on the alleged lunatic?

IV.—Bankruptcy and Practice of the Courts.

1. State briefly the principle of the bankrupt laws, and the reliefs they afford.

2. What are the conditions required to constitute a bankrupt? and

3. What must be the character and amount of the petitioning creditor's debt?

4. Can a landowner be adjudged a bankrupt in respect of dealings with produce of his own estate?

5. What is a fraudulent preference, and is it an act of bankruptcy?

6. When one of several partners becomes bankrupt, what is the effect on the partnership?

7. What are the powers now in force for the collection of a bankrupt's estate?

8. What is the course to be taken if the bankrupt be holder of leasehold premises, which are not considered of value to the estate?

9. Specify generally the kind of debts proveable under a bankruptcy.

10. What must a creditor, holding security, do before he can prove?

11. Under what circumstances is a separate creditor entitled to receive a dividend out of the joint estate?

12. Have any, and what, classes of creditors priority of of claim on a bankrupt's estate?

13. What is the practice with regard to the proof of bills of exchange not due at the time of the bankruptcy?

14. What is meant by "reputed ownership," and how does it affect the property of others in the bankrupt's hands?

15. A life interest in property of the bankrupt, is by a settlement made in contemplation of marriage, declared to be determinable in case of his becoming insolvent.—Is such a provision maintainable, and if not, why?

V.—Criminal Law and Proceedings before Magistrates.

1. What are the principal matters to be proved on an indictment for receiving stolen goods?

2. Of what class of crime is the receiver of stolen goods guilty, and is there any difference in the offence of the receiver in reference to the circumstances under which the goods were stolen?

3. Under what circumstances can the depositions of a witness be used in evidence against the accused?

4. Define the offence of embezzlement, and state the principal matters to be proved to support an indictment for that offence.

5. When may a person, not a constable, arrest a suspected criminal?

6. Under what circumstances does the finder of lost property become guilty of a criminal offence in relation thereto?

7. Under what circumstances will a confession by the accused be inadmissible in evidence against him?

8. If a witness on cross-examination be asked, in order to discredit him, whether he had committed a particular act, and he deny it, can witnesses be called to contradict him?

9. In what cases does an appeal lie against a summary conviction under the Larceny Act, or Malicious Injuries Act?

10. Is it any, and what, offence to obliterate or alter the crossing of a cheque?

11. For the purposes of the Larceny Act, when does night commence and end?

12. What is the offence of altering deeds or bonds, and under what statute is the offence punishable?

13. Can possession be obtained by a landlord against his tenant by proceedings before a magistrate in any, and what, cases?

14. If a servant take his master's corn, against his orders, to feed his master's horses with, does he commit any, and what offence:

15. On a charge of assault being dismissed by the magistrates after hearing, should any, and what, certificate be granted by the magistrate, and what will be the effect thereof?

ANSWERS TO THE QUESTIONS AT THE EASTER TERM FINAL EXAMINATION.

By J. Bradford, LL.B., and George Kenrick.

I.—Common and Statute Law and Practice of the Courts.

1. Where a verdict is given for a sum not exceeding £20 in an action of contract, and the judge certifies (1) that there appeared to be sufficient reason for bringing the action in a superior court, and (2) that the cause was proper to be tried before a judge of a superior court, and not before a sheriff or judge of an inferior court, the effect of the two certificates is that the plaintiff is entitled to costs taxed on the higher scale. Without the first certificate the plaintiff would not be entitled to any costs, and without the second he would not be entitled to costs on the higher scale.

2. The conditions for obtaining leave to appear in an action under the Bills of Exchange Act are—Payment into court of the amount indorsed on the writ, or showing on affidavit a defence to the action on the merits, or such facts as would make it incumbent on the holder to prove consideration or such other facts as the judge may deem sufficient. By suing under this Act the plaintiff obtains the advantage of being in a position to sign judgment and *immediately* issue execution on filing an affidavit of due service of the writ, if the defendant does not obtain leave to appear and appear within twelve days after service (Sm. Action, 7th ed. 67).

3. Where money is paid into court in respect of any particular sum or cause of action, and the plaintiff accepts the same in satisfaction, there being issues in respect of other causes of action, the plaintiff, when the costs of the cause are taxed, shall be entitled to the costs of the cause in respect to that part of his claim so satisfied up to the time the money is so paid in and taken out, whatever may be the result of the other issues, and if the defendant succeeds in defeating the residue of the claim he will be entitled to the costs of the cause in respect of such defence, commencing at "instructions for plea" (Practice Rules, Hilary, 1853, No. 12).

4. In all cases where any particular number of days, not expressed to be clear days, is prescribed by the rules or practice of the court, the same shall be reckoned exclusively of the first day, and inclusively of the last day, unless the last day shall happen to fall on a Sunday, Christmas-day, Good Friday, or a day appointed for a public fast or thanksgiving, in which case the time shall be reckoned exclusively of that day also (Practice Rules, Hilary, 1853, No. 174).

5. The three superior courts of common law have concurrent jurisdiction in ejectment and in all personal actions including the new actions of *mandamus* and injunction. They have also power to order writs of *certiorari* and prohibition to the new county courts, and are Courts of appeal therefrom.

The Queen's Bench still retains exclusively its criminal jurisdiction, and directs the issuing of the prerogative writs of *mandamus* and *quo warranto*.

The Common Pleas is the Court of Appeal from the decisions of revising barristers, and is the Court to which applications are made under the Railway and Canal Traffic Regulation Act, 1854. The certificates of the taking of acknowledgments of married women under the Act for the Abolition of Fines and Recoveries, together with the affidavits relating thereto, are filed in the Common Pleas.

The Exchequer has exclusive jurisdiction in revenue cases.

6. In the absence of express stipulation, a good notice to quit, in the case of a yearly tenancy, may be given six calendar months previous to the termination of any par-

ticular year of the tenancy. In case of a monthly or weekly tenancy, a month's or week's notice respectively terminating with a completed month or week would be held reasonable, and, therefore, sufficient notice (Sm. Man. of Com. Law, 143).

7. Secondary evidence is an inferior kind of evidence derived through that which is primary and therefore superior. The law does not recognise any degrees of secondary evidence. A party entitled to resort to secondary evidence may in general resort to any form of it. If an original document has been destroyed the contents may be proved from memory of one who has read it, although a copy may be in existence (Smith's Man. of Com. Law, 431).

8. A husband is liable for the debts of his wife contracted by her *dum sola*, and must during the coverture be sued jointly with her. After her death, unless judgment has been recovered against him in her lifetime, he is liable only as her administrator. The husband can be sued "alone for them," in his character of administrator last referred to.

9. A *feme covert* sued alone should appear in person and not by attorney. If she succeeds on a plea of coverture she is entitled to her costs of the action. "It is doubtful if she is entitled to costs out of pocket only, or costs generally" (Chitty's Archbold, v. 2, p. 1253).

10. Where a factor sells goods for an undisclosed principal, an action may be brought for their price either by the factor or the principal; with regard to set off, in such a case the buyer is entitled to any right of set off he may have had against the factor who was the apparent principal (*Isberg* v. *Bowden*, 8 Ex. 852.)

11. If to a declaration containing only a count on a promissory note a plea of never indebted were delivered, the proper course would be to sign judgment as for want of a plea, as it is provided by Rule 7 of Pleading Rules of 1853, that in all actions upon Bills of Exchange and Promissory Notes the plea of *non assumpsit* and never indebted should be inadmissible.

12. An original writ of summons in a personal action can be renewed within six calendar months from the *teste* thereof, or from the date of a former renewal. In ejectment the renewals must be within three calendar months.

13. When a father and his infant child are injured by the same tortious act, an action in respect of the wrong sustained by the father should be brought and prosecuted in his own name if of full age; an action in respect of the wrong sustained by the infant should be brought in the name of the infant and prosecuted by means of a guardian *ad litem*, who will be appointed by the Court for that purpose on a proper application being made.

14. By "The six carpenters' case" it was decided—(1). That if a man abuse an authority given him by the law, he becomes a trespasser *ab initio*. (2). That in an action of trespass, if the authority be pleaded, the subsequent abuse may be replied. (3). That a mere nonfeasance does not amount to such an abuse as renders a man a trespasser *ab initio* (Sm. Lead. Cas. vol. 1, 132).

15. In the absence of any express agreement to pay interest, a creditor is at common law entitled to interest where it is payable by usage of trade, or of the parties, or in the case of an overdue bond, bill, or promissory note. By statute the jury may allow interest on any debt or sum certain, if payable from a time certain under a written instrument, or if payable otherwise, from the time of a written demand, with notice that interest would be claimed (Sm. Com. Law Man. 248).

II.—Conveyancing.

1. The mode of effecting this object is to sell the lots upon condition that each purchaser enter into a deed of covenant with the vendor, regulating the different rights of the purchasers. The covenants cannot be enforced by one purchaser against another at law, but equity will grant an injunction, against persons with notice, to restrain a breach of them (Dart's V. & P. 3rd ed. 500).

2. The husband is entitled to receive the rents and profits of his wife's leaseholds, and may absolutely dispose of them during his lifetime for his own benefit. If he survive his wife also they become absolutely his own. But if he has made no disposition thereof during his life, and dies before his wife, they will survive to the wife, and the husband cannot dispose of them by will.

3. Before the 20 & 21 Vict. c. 57, a married woman was unable to dispose of her reversionary interest in personal property, unless it had been settled to her separate use. By that Act she is enabled to dispose by deed of her reversionary interest in any personal estate to which she shall be entitled, under any instrument made after the 31st December, 1857, provided the husband concur in the deed, and the deed be acknowledged by the wife in the manner prescribed by the Fines and Recoveries Act for the acknowledgment of deeds by married women. But the Act does not enable the wife to dispose of such interest, if she is forbidden to alienate by the instrument under which she is entitled, nor if she is entitled under her marriage settlement.

4. By virtue of the 23 & 24 Vict. c. 38, a purchaser or mortgagee is not bound by judgments entered up after 23rd July, 1860, unless process of execution shall have been issued and registered before the conveyance or mortgage, nor unless such execution shall be put in force within three calendar months from the registration. By a still more recent Act, 27 & 28 Vict. c. 112, passed on 29th July, 1864, it is provided that no future judgment shall affect land of any tenure, until such land shall have been actually delivered in execution by virtue of a writ of *elegit*, or other lawful authority in pursuance of such judgment (Wms. R. P. 82).

5. The distinctive qualities of copyhold tenure are that copyhold lands are parcel of a manor and cannot be conveyed by the ordinary modes of conveyance, but must be surrendered to the lord of the manor by the transferror, who subsequently admits the transferree as his tenant. Such lands are said to be held at the will of the lord, which was formerly strictly correct; but such will is now no longer arbitrary, but is fixed by the general customs to which all manors are subject by the common law and the particular customs of each manor. Where copyholds are legally mortgaged the surrender is made upon condition dependent on the money remaining unpaid at the time appointed for payment. If the money is then paid, the surrender thereupon becomes void, as it has not been perfected by admittance; and it is not usual, even where the money remains unpaid, to complete the surrender by admittance unless the mortgagee wishes to take possession. Equitable interests in lands of this tenure do not in general pass by surrender but by any ordinary mode of conveyance sufficient to pass an equitable interest in other cases, but as to equitable estates tail and the equitable interests of married women therein, it is provided by the 3 & 4 Will. 4, c. 74, that they shall pass either by surrender or deed (Steph. Com. vol. 1).

6. The power of sale in a mortgage in fee should be given to the mortgagee, his executors, administrators, and assigns, and in the case of a mortgage to several, to the mortgagees, and the survivors and survivor of them, and the executors or administrators of such survivor, their or his assigns. It is important to provide that a purchaser under the power shall not be bound to inquire whether default has been made on the required notice to the mortgagee to redeem, (if any) given, and that he shall not be affected by any irregularity in the sale. The mortgagee should also have power to sell in such manner and subject to such conditions as to title or otherwise as he may think fit, and it is usual to declare that the receipt of the person selling shall be a good discharge for the purchase-money, and that the purchaser shall not be bound to see to the application thereof. If the money has been advanced by several persons, on a joint account in equity, as well as at law, a declaration to that effect should be inserted in the mortgage.

7. Where the fund is vested in trustees, the purchaser or mortgagee should give notice to the trustees, and put a *distringas* upon the stock. Where it is vested in the Court of Chancery he should obtain a stop order, and where the fund has not been dealt with by the court he should also give notice to the trustees. Before completing the purchase or loan, he should inquire of the trustee, or of the trustees, and at the Accountant-General's as the case may be, whether notice has been given of any prior incumbrance, or whether any stop order has been obtained to restrain the transfer of thefund (Lewin on Trusts, 4th ed. 462).

8. The mortgagee, who has a common mortgage in fee, can either sell, foreclose, or sue upon the covenant. The former is the best mode of procedure. The mortgagee can use all the remedies belonging to his character of mortgagee, and exercise all the powers that are given to him as and when he pleases, even concurrently (Smith's Eq. Man. 7th ed. 296).

9. Where a conveyance of land in fee is made by the owner in fee, there is nothing to prevent the reservation of the minerals with a right to work them, this course is not

unfrequent where land is sold in a situation where the minerals are, or are supposed to be, valuable. It has, however, been recently decided that the ordinary powers of sale in a settlement would not authorise a sale by trustees with a reservation of minerals. In consequence of this decision the Act 25 & 26 Vict. c. 108, was passed confirming sales of this kind already made, and providing that further sales, with such reservations, might be made by the authority of the Court of Chancery, to be obtained by petition in a summary way unless forbidden by the instrument creating the trust or power (Wms. Real Prop. 286).

10. A tenant for life is authorised by the Leases and Sales of Settled Estates Act, 1856, to make leases (except of the principal mansion-house and its demesnes) for any term not exceeding twenty-one years, to take effect in possession provided the lease be by deed and the best rent be thereby reserved without any premium, and provided it be not without impeachment of waste, and contain a covenant for payment of rent, and other usual and proper covenants, and a condition of re-entry on non-payment of rent and non-observance of covenants, and provided a counterpart be executed by the lessee.

11. A condition for taking and using the name and arms of the settlor is enforced by a clause called a shifting clause, declaring that in the case of the person refusing to take and use the name and arms for a certain period, his interest shall thereupon cease, and the estate be held for the use of another person or other persons.

12. A will must be signed by the testator, or by some other person on his behalf in his presence and by his direction, and such signature must be made or acknowledged by the testator in the presence of two or more witnesses present at the same time, and such witnesses must attest the will in the presence of the testator. A will may be revoked—by burning, tearing, or otherwise destroying by the testator, or some other person in his presence, and by his direction *animo revocandi;* by marriage; by a subsequent testamentary instrument duly executed and attested.

13. In a lease of a private house in London, covenants by the lessee to pay the rent, rates, and taxes, to repair and deliver up in repair at the end of the term, to insure, and not to use the premises except as a dwelling house, would be usual covenants. In a lease of a farm the usual covenants by the lessee would be to pay the rent, rates, and taxes, and to cultivate the land according to the best rules of husbandry of the neighbourhood; which covenants would of course vary in different situations.

14. Trustees having power to invest upon Government Securities, or upon Parliamentary Stocks, Funds, or Securities, may, under statute 23 & 24 Vict. c. 38, and Order of 1st Feb., 1861, invest in Bank Stock, East India Stock, Exchequer Bills, and £2 10s. per Cent. Annuities, and upon mortgage of freehold and copyhold estates in England and Wales. And by virtue of the statute 22 & 23 Vict. c. 35, s. 32, and the statute 23 & 24 Vict. c. 38, s. 12, unless forbidden by the instrument creating the trust, trustees can invest on real securities in any part of the United Kingdom, or on the Stock of the Bank of England or Ireland, or on East India Stock. And by the statute 23 & 24 Vict. c. 145, s. 25, trustees shall be at liberty to invest in any of the Parliamentary Stocks or Public Funds, or in Government Securities.

15. If real estate be devised to a trustee who is unwilling to act, and who has not acted, the usual and proper course to be taken by him is to execute a disclaimer of the estate and trusts.

III.—Equity and Practice of the Courts.

1. An administration summons is less effectual than a bill for the administration of the estate and effects of a deceased person, as it applies to personal estate only, or to real estate, where the whole real estate of the deceased is by devise vested in trustees, who are, by the will, empowered to sell such real estate, and to give receipts for the rents and profits, and for the produce of the sale thereof. And, further, in taking the accounts under an order obtained on an administration summons, an executor or trustee cannot be charged with wilful default (*Re Fryer*, 3 K. & J. 317; 15 & 16 Vict. c. 86, ss. 45, 47).

2. A creditor whose claim has been disallowed by the chief clerk may take out a summons to vary the certificate, which summons will be heard by the judge, and should be taken out within four days after such certificate has been signed by the chief clerk. Or, if the certificate has been signed and adopted by the judge, such creditor may, within eight clear days from the time of *filing*, apply by summons or motion to vary the same (15 & 16 Vict. c. 80, s. 34; 35 Cons. Ord. rule 52).

3. At a sale by auction, made under a decree of the Court, parties to the suit cannot bid, so as to become purchasers, unless they have previously obtained permission of the Court for that purpose. A receiver in the cause is under a similar disqualification.

4. The formalities which should be observed "in the preparation and completion of an affidavit" are generally as follows, but it is perhaps not correct to say that they all must be observed before it can be read in court:—It should be entitled in the cause or matter in which it is to be used—contain name, residence, and description of the deponent—be expressed in the first person—be suitably divided into numbered paragraphs—disclose deponent's means of knowledge of facts deposed to—be written on foolscap paper, book-wise—be signed and sworn to by deponent before a duly authorised person, and then a note being appended, stating on whose behalf it is to be used, it should be filed, and in most cases notice given to the proper parties. An office copy should then be obtained, which will be printed where the affidavit is part of the evidence to be used at the hearing of the cause, otherwise written. The office copy is the document on which the court acts.

5. In order to enable you to use in support of a motion an affidavit filed before the date of the notice of motion, notice of the intention to use such affidavit should be given to the party against whom the motion is to be made. Nothing is required to be done to entitle you to use an affidavit filed after such date as the opposite party may find out what affidavits have been since filed by you, from an examination of the affidavit books at the Record and Writ Clerk's office.

6. An executor who is a creditor of his testator has this advantage over other creditors of the same degree, that he is permitted to retain assets to pay his own debt before paying any other creditor.

7. When a party has an equitable defence to an action at law, he may apply to the Court of Chancery to restrain proceedings at law at any time after such proceedings have been commenced.

8. An injunction under the Common Law Procedure Act, 1854, differs from an injunction of the Court of Chancery, inasmuch as the former is incidental to an action at law and is only applicable, where a wrongful act or breach of contract has been already committed, to restrain the repetition or continuance thereof or the committal of any breach of contract or injury of a like kind arising out of the same contract or relating to the same right, while the latter may be granted upon a mere apprehension of wrong (Haynes' Outlines, 289).

9. The meaning of a party being "put to his election" is that he is compelled by the Court to choose or elect between two rights, one of which is derived under an instrument in which an intention appears that he should not enjoy both. An instance of election would arise if a testator seised of Blackacre in fee, and Whiteacre in tail, devises Blackacre to his eldest son, and Whiteacre to the younger and dies, for the Court would not permit the eldest to claim Blackacre as devisee and Whiteacre as heir in tail, but would compel him to choose between them or "put him to his election" (Hayne's Outlines, 293).

10. Where infants are to be served with notice of a decree the notice is to be served on such person or persons, and in such manner as the judge to whose court the cause is attached may direct. This direction is obtained on a summons at chambers taken out for that purpose.

11. Acts which amount to such a part performance of a parol agreement to sell land as will be sufficient to support a bill for specific performance must be exclusively referable to such agreement, and must be of such a nature as to put the party who has performed them in such a situation that it would be a fraud in the other party not to complete the contract. The delivery of an abstract, or the payment of a deposit, is not such a part performance. The admission of a purchaser into possession, if exclusively referable to the contract, is such a part performance (Sm. Eq. Jurisp. 242).

12. Where the consideration in a contract for the purchase of an estate is an annuity for the life of the vendor and the vendor dies before completion, the Court will, in the absence of any reason other than the fact of such death, enforce such contract against the vendors representatives.

13. A receiver is an officer of the court, appointed for the

purpose of receiving and managing property under its direction and control. He should not distrain for rent, cut timber, give notice to quit, or let the estate, without the authority of the Court.

14. A man may, under some circumstances, be found a lunatic without personal inspection by a jury, as a jury is not necessary to be summoned, unless the alleged lunatic shall demand one on notice of the petition being served on him (16 & 17 Vict. c. 70), also where an issue is directed under 24 & 25 Vict. c. 86, no inspection by the jury is necessary, if the judge who tries the same so order.

15. If parties fail in establishing the lunacy, the costs of the inquiry will fall on the alleged lunatic only when an order for that purpose is made, such costs are subject to the discretion of the Lord Chancellor, under 25 & 26 Vict. c. 86, s. 11.

IV.—Bankruptcy and Practice of the Courts.

1. The principle of the bankrupt laws is to do justice to creditors, and kindness to the debtor. It seeks to protect the creditors against fraud and dishonesty, and to secure to them as complete a satisfaction, as is consistent with the right of others, and a reasonable consideration for the debtor. The bankrupt is stript of his property retrospectively, from the date of the act of bankruptcy, which is vested in his assignees for the general benefit of his creditors, subject to the rights of third parties.

2. To constitute a bankrupt, a debt of £50 or more must exist, and one of the acts of bankruptcy enumerated in the Act must have occurred, followed by adjudication on the application of the bankrupt or a creditor (Sm. Man. Bkcy. 21).

3. The petitioning creditor's debt must amount to £50, if on the petition of one creditor, or two or more partners; £70 it on the petition of two creditors; and £100 if on the petition of three or more creditors combined. The debt or debts must be both legal and equitable (Sm. Bkcy. 35).

4. As a rule, a landowner cannot be made a bankrupt in respect of dealings with the produce of his own estate. But a sale or mortgage made by a person not *bonâ fide*, and with intent to delay or defeat creditors, would amount to an act of bankruptcy (Sm. Bkcy. 23).

5. Where a transfer of part of a trader's property is both voluntary and also in contemplation of bankruptcy, or both voluntary and calculated to produce insolvency, it is a fraudulent preference, and as a rule it amounts to an act of bankruptcy (Sm. Bkcy. 25).

6. An adjudication of bankruptcy against one of several partners amounts to a dissolution of the partnership, and any petition filed against the other members of the firm must be prosecuted in the same court (Sm. Bkcy. 46).

7. The official assignee has power to collect and get in all debts under £10 after the creditors' assignee is appointed. The creditors' assignee, by leave of the Court, may sue for debts over that sum, and he may compound or sell the debts if for the benefit of the estate.

8. The assignee may decline to take such leasehold premises, and thereupon if the bankrupt, within fourteen days after notice thereof, delivers up the lease to the person entitled to the reversion, he is discharged from all future liability thereunder. If the assignee fails to elect, the landlord may apply to the Court to compel them to do so (Sm. Bkcy. 67 *et seq.*).

9. They may be payable at a future date, so that an allowance for interest thereon is made. If they sound in damages the Court may ascertain the same, either with or without a jury.

10. A creditor holding security must either give it up to the assignees for the benefit of the creditors generally, or he must have the value of it ascertained by sale and prove for the deficiency (if any) only (Sm. Bkcy. 84).

11. A separate creditor is only entiled to recover a dividend out of the joint estate where there is an overplus of joint estate. This overplus is carried to the account of the separate estates of each bankrupt in proportion to their respective rights and interest in the joint estate (2 D. & M. 899).

12. Friendly societies and savings banks have priority for money due from their bankrupt officer, and assessed taxes up to the 5th April next after the bankruptcy also rank prior to other debts, as do parochial rates for twelve months prior to the adjudication, and the Court may order priority of payment to clerks and servants for three months wages.

13. By the 172nd section of the Bankruptcy Act, 1861, bills of exchange not due at the time of the bankruptcy may be proved on deducting a rebate of interest (D. & M. 810).

14. Reputed ownership means that such goods, &c., as are in the possession, order, or disposition of the bankrupt at the time of the adjudication, or of the act of bankruptcy, shall be deemed to be the bankrupt's property, and they may be accordingly vested in his assignees, by order of the Court, even though, in fact, the property of others (1 D. & M. 385).

15. Such a provision is not maintainable, where the property so settled was the bankrupt's own. The reason is that such a settlement is considered to be against public policy (*Bradley* v. *Peixoto*, Tud. Lead. Cas. R. P. in notes, 868).

V.—Criminal Law and Proceedings before Magistrates.

1. The principal matters to be proved on an indictment for receiving stolen goods, are, that such goods were received by the prisoner, knowing the same to have been stolen, taken, extorted, obtained, embezzled, or otherwise disposed of, but if the prisoner is indicted for a substantive felony, it is not necessary to prove that the principal felon has been previously convicted (24 & 25 Vict. c. 96, s. 91).

2. The receiver of stolen goods, where the stealing, taking, extorting, obtaining, embezzling or otherwise disposing thereof amounts to a felony, is guilty of felony. Where the circumstances are such that the principal has been guilty of a misdemeanour only, the receiver is guilty of a misdemeanour (24 & 25 Vict. c. 96, s. 91, 95).

3. The depositions of a witness may be used in evidence against the accused, the same having been regularly taken, if the persons who made the depositions are dead or so ill as not to be able to travel (11 & 12 Vict. c. 42, s. 17).

4. Embezzlement is the fraudulent appropriation by a clerk or servant or by one who is employed for the purpose or in the capacity of a clerk or servant of any chattel, money, or valuable security which shall have been delivered to, or received or taken into possession by him, for, or in the name, or on account, of his master or employer; such person is deemed to have feloniously stolen the same from his master or employer, although such chattel, money, or security, was not received into the possession of such master or employer otherwise than by the actual possession of his clerk or servant. The principal matters to be proved appear in the foregoing definition (24 & 25 Vict. c. 96, s. 68).

5. At common law any person (whether a peace office or not) may, without warrant, arrest any one for felony on probable suspicion. But a private person should be in a position to show an actual commission of the crime by *some one*, as well as reasonable ground for suspecting the particular person. And whoever joins in following upon a "hue and cry" that has been raised will be justified in the apprehension of the party pursued, though innocent, and no felony has been committed (Steph. vol. iv. 430, 431).

6. The finder of lost property who knows, or who has reasonable means of knowing, to whom the same belongs, and who, with such knowledge, or means of knowledge, at the time of finding, keeps the property with the intention of appropriating it to his own use, is guilty of larceny: *The Queen* v. *Thurborn*, 1 Den. C. C. R. 387. Concealment of treasure trove is punishable by fine and imprisonment.

7. A confession by the accused will be inadmissible in evidence against him when such confession has been extracted from him by threats or promises.

8. If a witness on cross-examination be asked, with a view to discredit him, whether he had committed a particular act, and he deny it, witnesses cannot be called to contradict him as this would raise an indefinite number of issues which witnesses could not fairly be expected to come prepared to meet (*R.* v. *Ewing*, 2 Camp. 638).

9. An appeal lies against a summary conviction under the Larceny Act or Malicious Injuries Acts, where the sum adjudged to be paid shall exceed £5, or the imprisonment adjudged shall exceed one month, or the conviction shall take place before one justice only (Greaves' Crim. Acts, 150, 209).

10. The obliteration or alteration of the crossing of a cheque with intent to defraud is felony (24 & 25 Vict. c. 98, s. 25).

11. For the purposes of the Larceny Act the night is deemed to commence at nine of the clock of the evening of each day, and to conclude at six of the clock in the morning of the next succeeding day (24 & 25 Vict. c. 96, s. 1).

12. The altering deeds or bonds with intent to defraud is a *felony*, and is punishable under the 24 & 25 Vict. c. 98, s. 20.

13. Where a term has expired, or has been duly determined by notice to quit, possession may be obtained by a landlord against his tenant by proceedings before a magistrate, where the rent does not exceed £20 per annum (Sm. Com. Law. Man. 424).

14. A servant who takes his master's corn against his orders, to feed the master's horses, is not now guilty of a felony, but of an offence punishable by taking proceedings before justices.

15. On a charge of assault being dismissed by the magistrates after hearing, a certificate of the order of dismissal should be granted by the magistrate and given to the defendant, which will be a good defence against any further proceedings.

COURT PAPERS.

RULES OF COURT FOR REGULATING THE PROCEDURE AND PRACTICE IN SUITS BY ENGLISH INFORMATION.

The Right Honourable Sir FREDERICK POLLOCK, Knight, Lord Chief Baron of Her Majesty's Court of Exchequer, and Sir SAMUEL MARTIN, Knight, Sir GEORGE WILLIAM WILSHERE BRAMWELL, Knight, Sir WILLIAM FRY CHANNELL, Knight, and Sir GILLERY PIGOTT, Knight, Barons of the same Court, do hereby, in pursuance and execution of the power given them by "The Crown Suits, &c., Act, 1865," and of every or any other power of authority enabling them in this behalf, order and direct in manner following:—

RULE I.

Printing of Informations.

1. *Consolidated Chancery Orders*, IX. 3, *page* 37.—Informations shall be printed on cream wove machine drawing foolscap folio paper 19lbs. per mill ream, in pica type, leaded, with an inner margin about three-quarters of an inch wide, and an outer margin about two and a-half inches wide, and dates and sums occurring therein shall be expressed in figures instead of words. Every information shall be divided into paragraphs, numbered consecutively.

2. *Ibid.*, XL. 19, *and page* 199, *Rule* 4.—*Ibid.*, *p.* 132.—The payment to be made by a defendant for such printed copies of the information as he requires, shall be at the rate of one halfpenny per folio of 72 words.

RULE II.

Service of Copy of Information and Appearance.

1. *Ibid.*, X. 3.—Where a defendant within the jurisdiction of the Court is served with a copy of an information in manner provided by "The Crown Suits, &c., Act, 1865," he must appear thereto within eight days after the service of such copy.

2. *Ibid.*, X. 4.—Where any defendant, not appearing to be an infant or a person of weak or unsound mind, unable of himself to defend the suit, is, when within the jurisdiction of the Court, duly served with a copy or the information, in manner provided by "The Crown Suits, &c., Act, 1865," and refuses or neglects to appear thereto within eight days after such service, the informant may, after the expiration of such eight days, and within three weeks from the time of such service, apply to the Queen's Remembrancer to enter an appearance for such defendant, and no appearance having been entered, the Queen's Remembrancer shall enter such appearance accordingly, upon being satisfied by affidavit that the copy of the information was duly served; and after the expiration of such three weeks, or after the time allowed to such defendant for appearing has expired, in any case in which the Queen's Remembrancer is not hereby required to enter such appearance, the informant may apply to the Court or a judge for leave to enter such appearance for such defendant, and the Court or judge being satisfied that the copy of the information was duly served, and that no appearance has been entered for such defendant, may, if it seem fit, order the same accordingly.

3. *Ibid.*, X. 5.—Any appearance entered at the instance of the informant, for a defendant who, at the time of the entry thereof, is an infant or a person of weak or unsound mind, unable of himself to defend the suit, shall be irregular and of no validity.

4. *Ibid.*, VII. 3.—Where, upon default made by a defendant in not appearing to or not answering an information, it appears to the Court or a judge that such defendant is an infant or a person of weak or unsound mind, not so found by inquisition, so that he is unable of himself to defend the suit, the Court or a judge may, upon the application of the informant, order that some proper person be assigned guardian of such defendant, by whom he may appear to and answer or appear to or answer the informat ion and defend the suit. But no such order shall be made unless it appears on the hearing of such application that a copy of the information was duly served in manner provided by "The Crown Suits, &c., Act, 1865," and that notice of such application was, after the expiration of the time allowed for appearing to or for answering the information, and at least six clear days before the day in such notice named for hearing the application, served upon or left at the dwelling house of the person with whom, or under whose care, such defendant was at the time of serving such copy of the information, and also (in the case of such defendant being an infant not residing with or under the care of his father or guardian) served upon or left at the dwelling house of the father or guardian of such infant, unless the Court or judge, at the time of hearing such application, shall dispense with such last-mentioned service.

5. *Ibid.*, X. 6.—Where the Court or a judge is satisfied by sufficient evidence that any defendant has been within the jurisdiction of the Court at some time not more than two years before the information was filed, and that such defendant is out of the jurisdiction, or that upon inquiry at his usual place of abode (if he had any), or at any other place or places where at the time when the information was filed he might probably have been met with, he could not be found, so as to be served with a copy of the information, and that in either case there is just ground to believe that such defendant has gone out of the jurisdiction or otherwise absconded to avoid being served with such copy of the information or with other process, the Court or a judge may order that such defendant do appear at a certain day to be named in the order, and a copy of such order, together with a notice to the effect set forth at the end of this clause, may, within fourteen days after such order made, be inserted in the *London Gazette*, and be otherwise published as the Court or a judge may direct; and where the defendant does not appear within the time limited by such order, or within such further time as the Court or a judge may appoint, then, on proof made of such publication of the order, the Court or a judge may order an appearance to be entered for the defendant, on the application of the informant.

"NOTICE.—*A. B.* Take notice, that if you do not appear, pursuant to the above order, the informant may enter an appearance for you, and the Court may afterwards grant to the informant such relief as he may appear to be entitled to on his own showing."

6. *Ibid.*, X. 7.—Where a person named as a defendant to an information is out of the jurisdiction of the court.

(1.) The Court or a judge, upon application supported by sufficient evidence in what place or country such defendant is or may probably be found, may order that a copy of the information, and if an answer is required, a copy of the interrogatories, may be served on such defendant in such place or country, or within such limits, as the Court or judge shall think fit to direct.

(2.) Such order shall limit a time after such service, within which such defendant is to appear to the information, such time to depend on the place or country within which the copy of the information is to be served; and where an answer is required such order shall also limit a time within which such defendant is to plead, answer, or demur, or obtain further time to make his defence to the information.

(3.) At the time when such copy of the information shall be served, the informant shall also cause such defendant to be served with a copy of the order giving the informant leave to serve such copy of the information.

(4.) And if upon the expiration of the time for appearing it be shown to the satisfaction of the Court or a judge that such defendant was duly served with such copy of the information, and with a copy of the order, the Court or judge may, upon the application of the informant, order an appearance to be entered for such defendant.

7. *Ibid.*, X. 9.—A defendant, notwithstanding that an appearance may have been entered for him by the informant, may afterwards enter an appearance for himself in the

ordinary way, but such appearance by such defendant shall not affect any proceeding duly taken or any right acquired by the informant under or after the appearance entered by him, or prejudice the informant's right to be allowed the costs of the first appearance.

8. *Ibid.*, III. 5.—Every party defending in person shall cause to be written or printed upon every demurrer, plea, answer, or other pleading or proceeding, and upon all instructions which he may leave at the Queen's Remembrancer's Office, for any appearance or other purpose, his name and place of residence, and also (if his place of residence shall be more than three miles from the Queen's Remembrancer's Office) another proper place (to be called his address for service), which shall not be more than three miles from the said office, where writs, notices, and other documents, proceedings, and written communications may be left for him.

Rule III.

Amendment of Informations.

1. *Ibid.*, IX. 18.—Where in amending an information no addition or insertion of more than 180 words in any one place is made, the information may be amended by written alterations in the printed information which has been filed, and by written additions on paper to be interleaved therewith, if necessary, but in all other cases the amendment must be made by a reprint of the information.

2. The practice of amending a defendant's copy of the information shall, with respect to informations filed after these rules come into operation, be abolished.

3. *Ibid.*, IX. 20.—A copy of an amended information, whether upon an amendment by a reprint, or by such alterations and additions as mentioned in the first clause of this rule, shall be served upon the defendant or his solicitor, and such copy may be partly printed and partly written, if the amendment is not made by a reprint; and in every case the copy to be served shall be first so marked by the proper officer of the court as to indicate the filing of such amended information, and the date of the filing or amendment thereof.

4. *Ibid.*, IX. 21.—Where a defendant defends by a solicitor, service upon such solicitor of a copy of the amended information, whether wholly printed or partly printed and partly written, shall be good service on such defendant.

5. *Ibid.*, IX. 22.—Where a defendant defends in person, service at the address for service of such defendant of a copy of the amended information, whether wholly printed or partly printed and partly written, shall be good service on such defendant.

Rule IV.

Interrogatories.

1. *Ibid.*, XI. 2.—Where the informant requires an answer to an information from any defendant or defendants thereto, the interrogatories for the examination of such defendant or defendants shall be filed within eight days after the time limited for the appearance of such defendant or defendants.

2. *Ibid.*, XI. 3.—After the expiration of eight days from the time limited for the appearance of any defendant, no interrogatories shall be filed for the examination of such defendant without the special leave of the Court or of a judge, granted upon hearing the parties.

3. *Ibid.*, XI. 4.—Where a defendant required to answer appears in person or by his solicitor within the time limited for that purpose by the rules of the Court, the informant shall, within eight days after the time allowed for such appearance, deliver to such defendant or to his solicitor a copy of the interrogatories so filed as aforesaid, or of such of them as the particular defendant is required to answer; and the copy so to be delivered shall be examined with the original by the clerks of the Queen's Remembrancer, and they, on finding that the same is properly written, shall mark the same as an office copy.

4. *Ibid.*, XV. 5.—Where a defendant to a suit does not appear in person or by his own solicitor within the time allowed for that purpose by the rules of the Court, and the informant files interrogatories for his examination, the informant may deliver a copy of such interrogatories so examined and marked as aforesaid to such defendant, at any time after the time allowed to such defendant to appear, and before his appearance in person or by his own solicitor, or the informant may deliver a copy of such interrogatories so examined and marked as aforesaid to the defendant or his solicitor after the appearance of such defendant in person or by his solicitor, but within eight days after such appearance.

Rule V.

Times allowed in Procedure.

1. *Ibid.*, XXXVII. 3.—A defendant may demur alone to an information within twelve days after his appearance thereto, but not afterwards.

2. *Ibid.*, XXXVII. 4.—A defendant required to answer an information, whether original or amended, must put in his plea, answer, or demurrer thereto, not demurring alone, within twenty-eight days from the delivery to him or his solicitor of a copy of the interrogatories which he is required to answer, or within such further time as the Court or a judge may allow.

If he does not he is subject to the following liabilities :—

(1.) An attachment may be issued against him.

(2.) If the sheriff takes the defendant under the attachment, and accepts bail, and makes his return accordingly, the informant may by motion of course obtain an order directed to the tipstaff of her Majesty's Court of Exchequer, to bring the defendant to the bar of the court, and upon the defendant's being brought to the bar of the court the Court may, if it think fit, absolutely commit him to Whitecross-street prison, until he has put in his answer.

(3.) If the sheriff, under the attachment, arrests the defendant, and sends him to prison, or finding him already in custody, detains him, and makes his return accordingly, the informant may by motion of course obtain a writ of *habeas corpus* to bring the defendant to the bar of the court, and upon the defendant's being so brought to the bar of the court, the Court may, if it think fit, absolutely commit him to Whitecross-street prison until he has put in his answer.

(4.) The informant may file a traversing note or proceed to have the information taken *pro confesso* against the defendant.

3. *Ibid.*, XXXVII.—A defendant who is served with a copy of an information, whether original or amended, and is not required to answer the same, may, without any leave of the court or a judge, put in a plea, answer, or demurrer, not demurring alone, with fourteen days after the expiration of the time within which he might if required to answer, and appearing within the time limited for his appearance, have been served with interrogatories for his examination in answer to the information.

4. *Ibid.*, XXXVII. 6.—Where a defendant is ordered to answer amendments and exceptions together, he must put in his further answer and his answer to the amendments within fourteen days after he shall have been served with interrogatories for his examination in answer to the amended information, or within such further time as the court or a judge may allow. If he does not he is subject to the same liabilities as are mentioned in the 2nd clause of this rule.

5. The answer of a defendant shall be deemed sufficient.

(1.) Where no exceptions for insufficiency are filed thereto within six weeks after the filing of such answer.

(2.) Where exceptions being filed the informant does not set them down to be argued in the term next following the filing of such exceptions.

(3.) Where a further answer is filed, and the old exceptions are not set down to be argued in the term next following the filing of such further answer.

6. *Ibid.*, XXXIII. 2. Unless the Court or a judge give special leave to the contrary, there must be at least two clear days between the service of a notice of motion and a day named in the notice for hearing the motion. And in the computation of such two clear days Sundays and other days in which the Queen's Remembrancer's Office is closed shall not be reckoned.

7. The times limited in this and the others of these rules shall apply both to town and country causes, and in all cases not provided for by these rules the times in all causes shall be the same as those heretofore allowed in town causes.

Rule VI.

Printing of Answers.

1. *Chancery Order of 6th March*, 1860.—The practice of engrossing answers on parchment shall henceforth be discontinued, and a defendant (except as otherwise provided by the fifth clause of this rule) is to file his answer, divided into

paragraphs, numbered consecutively, and written bookwise upon paper of the same size and description as that on which informations are printed.

2. At the time when defendant files his answer he is to leave with the Queen's Remembrancer a fair copy thereof (without the schedules (if any) of accounts or documents), and the clerks of the Queen's Remembrancer are to examine and correct such copy with the answer filed, and return it so examined, with a certificate thereon that it is correct and proper to be printed.

3. A defendant is then to cause his answer to be printed from such certified copy on paper of the same size and description, and in the same type, style, and manner on and in which informations are required to be printed, and before the expiration of four days from the filing of his answer is to leave a printed copy thereof with the Queen's Remembrancer, with a written certificate thereon by the defendant's solicitor or by the defendant if defending in person, that such print is a true copy of the copy of the answer so certified; and if such printed copy shall not be so left the defendant shall be subject to the same liabilities as if no answer had been filed.

4. At any time after the expiration of such four days, the defendant, within forty-eight hours after the same shall have been demanded in writing, is to have ready for delivery to the informant an official and certified printed copy of the answer.

5. Notwithstanding the preceding clauses of this rule, a defendant is to be at liberty to swear to and file a printed answer.

6. On receiving from the informant a demand for an official and certified printed copy of the answer, the defendant is to get a printed copy thereof examined by the clerks of the Queen's Remembrancer with the answer as filed, and to stamp such copy with a stamp for 5s.; and the clerks of the Queen's Remembrancer, on finding that such copy is duly stamped and correct, are to certify thereon that the same is a correct copy, and to mark the same as an office copy.

7. Such copy is, on demand, to be delivered to the informant, who, on receipt thereof, is to pay to the defendant the amount of the stamp thereon, and at the rate of 4d. per folio for the same.

8. The informant is also to be entitled to demand and receive from the defendant any additional number of printed copies of his answer, not exceeding ten, on payment for the same at the rate of one halfpenny per folio.

9. After all the defendants who are required to answer shall have filed their answers, a co-defendant is to be entitled to demand and receive from any other defendant any number of printed copies of his answer, not exceeding six, on payment for the same at the rate of one halfpenny per folio.

10. Office copies of schedules to answers of accounts or documents are to be obtained according to the practice now existing for obtaining office copies of answers.

11. The clerks of the Queen's Remembrancer are not to certify or mark any printed copy of an answer which has any alteration or interlineation in writing.

12. No costs are to be allowed for any written brief of an answer, unless the Court or a judge shall direct the allowance thereof.

13. The clauses of this rule, other than clause one, are not to apply to answers filed by defendants defending in *formâ pauperis*.

Rule VII.

Taking Informations Pro Confesso.

1. *Consolidated Chancery Orders*, XXII.—Upon the execution of an attachment for want of answer against any defendant, or at any time within three weeks afterwards, the informant may cause such defendant to be served with a notice of motion to be made on some day in the following term not less than fourteen days after the day of such service, that the information may be taken *pro confesso* against such defendant, and thereupon, unless such defendant has, in the meantime, put in his answer to the information, or obtained further time to answer the same, the Court, if it so think fit, may order the information to be taken *pro confesso* against such defendant, either immediately, or at such time, and upon such terms, and subject to such conditions as, under the circumstances of the case, the Court shall think proper.

2. Where any defendant, whether within or not within the jurisdiction of the Court, does not put in his answer in due time after appearance entered by or for him, and the informant is unable with due diligence to procure a writ of attachment or any subsequent process, for want of answer to be executed against such defendant by reason of his being out of the jurisdiction of the Court, or being concealed, or for any other cause, then such defendant shall, for the purpose of enabling the informant to obtain an order to take the information *pro confesso*, be deemed to have absconded to avoid or to have refused to obey the process of the Court.

3. Where any defendant who under the second clause of this rule may be deemed to have absconded to avoid or to have refused to obey the process of the Court, appears in person by his own solicitor, the informant may serve upon such defendant or his solicitor a notice that on a day in such notice named (being not less than fourteen days after the service of such notice) the Court will be moved that the information may be taken *pro confesso* against such defendant; and the informant must, upon the hearing of such motion, satisfy the Court that such defendant ought, under the provisions of the second clause of this rule, to be deemed to have absconded to avoid, or to have refused to obey, the process of the Court; and the Court, if so satisfied, and if an answer has not been filed, may, if it so think fit, order the information to be taken *pro confesso* against such defendant, either immediately or at such time or upon such further notice as under the circumstances of the case the Court may think proper.

4. Where any defendant, who, under the 2nd clause of this rule, may be deemed to have absconded to avoid, or to have refused to obey, the process of the Court, has had an appearance entered for him under the 2nd, 5th, or 6th clause of Rule II., and does not afterwards appear in person or by his own solicitor, the informant may cause to be inserted in the *London Gazette* a notice that on a day in such notice named (being not less than four weeks after the first insertion of such notice in the *London Gazette*) the Court will be moved that the information may be taken *pro confesso* against such defendant, and the informant must, upon the hearing of such motion, satisfy the Court that such defendant ought, under the provisions of the second clause of this rule, to be deemed to have absconded to avoid, or to have refused to obey, the process of the Court, and that such notice of motion has been inserted in the *London Gazette* at least once in every entire week (reckoned from Sunday morning to Saturday evening) which shall have elapsed between the time of the first insertion thereof and the time for which the said notice is given; and the Court, if so satisfied, and if an answer has not been filed, may, if it so think fit, order the information to be taken *pro confesso* against such defendant, either immediately or at such time or upon such further notice as under the circumstances of the case the Court may think proper.

5. Any defendant being in custody for want of his answer and submitting to have the information taken *pro confesso* against him, may apply to the Court upon motion, with notice to be served on the informant, to be discharged out of custody, and thereupon the Court may order the information to be taken *pro confesso* against such defendant, and may order him to be discharged out of custody upon such terms as appear to be just, unless it appears, from the nature of the informant's case, or otherwise to the satisfaction of the Court, that justice cannot be done to the informant without discovery or further discovery from such defendant.

6. No cause in which an order is made that an information be taken *pro confesso* against a defendant shall be heard on the same day on which the order is made, but the cause shall be set down to be heard, and the Court, if it so think fit, may appoint a special day for the hearing thereof.

7. A defendant against whom an order to take an information *pro confesso* is made may appear at the hearing of the cause, and where he waives all objection to the order, but not otherwise, he may be heard to argue the case upon the merits as stated in the information.

8. Upon the hearing of a cause in which an information has been ordered to be taken *pro confesso*, such decree shall be made as to the Court shall seem just; and in the case of any defendant who has appeared at the hearing, and waived all objection to such order to take the information *pro confesso*, or against whom the order has been made after appearance by himself and his own solicitor, or upon notice served on him, or after the execution of a writ of attachment against him, the decree shall be absolute.

9. In pronouncing the decree the Court may, either upon the case stated in the information, or upon that case and a motion by the informant for the purpose, as the case may

require, order a receiver of the real and personal estate of the defendant against whom the information has been ordered to be taken *pro confesso* to be appointed, with the usual directions, or direct a sequestration of such real and personal estate to be issued, and may (if it appear to be just) direct payment to be made out of such real or personal estate of such sum of money as at the hearing or any subsequent stage of the cause the informant shall appear to be entitled to.

10. A decree founded on an information taken *pro confesso* is to be entered as other decrees.

11. After a decree founded on an information taken *pro confesso* has been entered, an office copy thereof shall (unless the Court shall dispense with service thereof) be served on the defendant against whom the order to take the information *pro confesso* was made, or his solicitor; and where the decree is not absolute, under the eighth clause of this rule, such defendant or his solicitor shall be at the same time served with a notice to the effect that if such defendant desires permission to answer the informant's information, and set aside the degree, application for that purpose must be made to the Court within the time specified in the notice, or that otherwise such defendant will be absolutely excluded from making any such application.

12. Where such notice as is mentioned in the last preceding clause of this rule is to be served within the jurisdiction of the court, the time therein specified for such application to be made by the defendant shall be fourteen clear days after the service of such notice, or in case the Court be not sitting at the expiration of such fourteen clear days, then on the first day of the term next following the expiration of such fourteen clear days; but where such notice is to be served out of the jurisdiction of the court such time shall be specially appointed by the Court, on the *ex parte* application of the informant.

13. No proceeding shall be taken, and no receiver appointed under the decree, nor any sequestrator under any sequestration issued in pursuance thereof, shall take possession of, or in any manner intermeddle with, any part of the real or personal estate of a defendant, and no other process shall issue to compel performance of the decree, without leave of the Court or a judge, to be obtained after notice served on such defendant or his solicitor, unles the Court or a judge shall dispense with such service.

14. Any defendant waiving all objection to take the information *pro confesso*, and submitting to pay such costs as the Court may direct, may, before inrolment of the decree, have the case re-heard upon the merits stated in the information, the petition for re-hearing being signed by counsel as other petitions for re-hearing.

15. Where a decree is not absolute, under the 8th clause of this rule, the Court may order the same to be made absolute on the motion of the informant made.

(1.) After the expiration of three weeks from the service of a copy of the decree on a defendant, where the decree has been served within the jurisdiction:

(2.) After the expiration of the time limited by the notice provided for by the 11th clause of this rule, where the decree has been served without the jurisdiction.

(3.) After the expiration of three years from the date of the decree, where a defendant has not been served with a copy thereof.

And such order may be made either on the first hearing of such motion, or on the expiration of any further time which the Court may, on the hearing of such motion, allow to the defendant for moving for leave to answer the information.

16. Where the decree is not absolute, under the 8th clause, and has not been made absolute under the 15th clause of this rule, and a defendant has a case upon merits not appearing in the information, he may apply to the Court by motion supported by an affidavit stating such case, and submitting to such terms with respect to costs and otherwise as the Court may think reasonable for leave to answer the information, and the Court, if satisfied that such case is proper to be submitted to the judgment of the Court, may, if it think fit, and upon such terms as seem just, vacate the enrolment (if any) of the decree, and permit such defendant to answer the information, and where permission is so given to put in an answer, leave may be given to file a separate replication to such answer, and issue may be joined, and witnesses examined, and such proceedings had as if the decree had not been made, and no proceedings against such defendant had been had in the cause.

17. The rights and liabilities of any defendant under a decree made upon an information taken *pro confesso* shall extend to the representatives of any deceased defendant, and to any persons claiming under any person who was defendant at the time when the decree was pronounced; and with reference to the altered state of parties and any new interests acquired, the Court may, upon motion served in such manner and supported by such evidence as under the circumstances of the case the Court may deem sufficient, permit such proceedings to be taken as the nature and circumstances of the case require, for the purpose of having the decree (if absolute) duly executed, or for the purpose of having the matter of the decree (if not absolute) duly considered, and the rights of the parties duly ascertained and determined.

Rule VIII.

Traversing Note.

1. *Consolidated Chancery Orders*, XIII. 1.—After the expiration of the time allowed to a defendant to plead, answer, or demur (not demurring alone) to any information, whether original or amended before answer, which he has been required to answer, if such defendant has not filed any plea, answer, or demurrer, the informant may, if he think fit, file a note at the Queen's Remembrancer's Office to the following effect: "The informant intends to proceed with the cause as if the defendant had filed an answer traversing the case made by the information."

2. *Ibid.*, 2.—After the expiration of the time allowed to a defendant to plead, answer, or demur (not demurring alone) to an information, amended after answer, which he has been required to answer, if such defendant has not filed any plea, answer, or demurrer, the informant may if he think fit, file at the Queen's Remembrancer's Office a note to the following effect: "The informant intends to proceed with the cause as if the defendant had filed an answer traversing the allegations introduced into the information by amendment."

3. *Ibid.*, 3.—After the expiration of the time allowed to a defendant to put in his further answer to any information, if such defendant shall not have put in any further answer the informant may, if he think fit, file at the Queen's Remembrancer's office a note to the following effect: "The informant intends to proceed with the cause as if the defendant had filed a further answer traversing the allegations in the information whereon the exceptions are founded."

4. *Ibid.*, 4.—Where a demurrer or plea to the whole information is overruled, the informant, if he does not require an answer, may, if he think fit, immediately file his note in manner directed by the first or second clause of this rule, as the case may require, and with the same effect, unless the Court, upon overruling such demurrer or plea, gives time to the defendant to plead, answer, or demur, and in such case, if the defendant does not file any plea, answer, or demurrer, within the time so allowed by the Court, the informant, if he does not then require an answer, may, if he think fit, on the expiration of such time, file such note.

5. *Ibid.*, 5.—A traversing note having been filed, a copy thereof shall be served on the defendant against whom the same was filed.

6. *Ibid.*, 6.—The filing of a traversing note, and due service of a copy thereof, shall have the same effect as if the defendant against whom such note is filed had filed a full answer, or further answer, traversing the whole information, or those parts of it to which the note relates, on the day on which the note was filed.

7. A defendant, after service of the copy of the traversing note filed against him as aforesaid, shall not plead answer or demur to the information, or put in any further answer thereto, without the special leave of the Court or a judge, and the cause shall stand in the same situation as if such defendant had filed a full answer or further answer to the information on the day on which the note was filed.

Rule IX.

Replication and Joining Issue.

1. *Ibid.*, XVII. 2.—No subpœna to rejoin shall hereafter be issued, and only one replication shall be filed in each cause unless the Court or a judge shall otherwise direct, and the replication shall be in the form set forth at the end of this rule, or as near thereto as circumstances admit, and upon the filing of such replication the cause shall be deemed to be completely at issue, and each defendant may without any rule or order proceed to verify his case by evidence, and the informant may in like manner proceed to verify his case by evidence, as soon as notice of the replication having been filed has been duly served on all the defendants who have

filed an answer or plea, or against whom a traversing note has been filed, or who have not been required to answer and have not answered the information.

Form of Replication.

Between —— informant and —— defendant.

The informant hereby joins issue with the defendants [all the defendants who have answered or pleaded, or against whom a traversing note has been filed, or who have not been required to answer and have not answered the information], and will hear the cause on information and answer against the defendants [all the defendants against whom the cause is to be heard on information and answer], and on the order to take the information *pro confesso* against the defendants [all the defendants against whom the information is to be taken *pro confesso*].

RULE X.

Evidence.

1. *Consolidated Chancery Orders, Sect.* VIII., 15 *& 16 Vict. c.* 26, *s.* 28.—The mode of examining witnesses now in force, and all the practice of the Court in relation thereto, so far as the same are inconsistent with these rules, shall, from and after the time appointed for these rules to come into operation, be abolished; provided always, that the Court or a judge may, if it shall seem fit, order any particular witness or witnesses within the jurisdiction of the Court, or any witness or witnesses out of the jurisdiction of the court, to be examined upon interrogatories in the mode now in force, or in such other mode as the Court or a judge may direct; and that with respect to such witness or witnesses the practice of the Court in relation to the examination of witnesses shall continue in force, save only so far as the same may be varied by any order of the Court or a judge in reference to any particular case

2. *Chancery Order, 5th Feb.*, 1861, *Rule* 3.—The informant or any defendant may, at any time within fourteen days after issue has been joined in a cause, apply to a judge by a summons to be served on the opposite party for an order that the evidence as to any facts or issues (such facts and issues to be distinctly and concisely specified in the summons) may be taken *vivâ voce* at the hearing of the cause, and the judge may, if he shall so think fit, make an order that the evidence as to such facts and issues, or any of them, shall be taken *vivâ voce* at the hearing accordingly; and the facts and issues as to which any such orders shall direct that the evidence shall be taken *vivâ voce* at the hearing shall be distinctly and concisely specified in such order. And where any such order shall have been made, the examination in chief, as well as the cross-examination and re-examination, shall be taken before the Court at the hearing as to the facts and issues specified in such order; and no affidavit shall be admissible at the hearing in respect of any fact or issue which shall be included in any such order as aforesaid.

3. Except as to facts or issues included in any order directing evidence to be taken *vivâ voce* at the hearing under the first clause of this rule, each party shall be at liberty to verify his case by affidavit.

4. A judge may, if he think fit, upon the application of either party, by summons served on the opposite party, order that any particular witness or witnesses shall be examined orally before an examiner specially appointed by the judge for that purpose, whether the evidence of such witness or witnesses relate to any facts and issues specified in an order under the second clause of this rule or not; and witnesses so examined shall be subject to cross-examination and re-examination; and such examination, cross-examination, and re-examination shall be conducted as nearly as may be in the mode now in use in courts of common law with respect to a witness about to go abroad, and not expected to be present at the trial of a cause; but subject to such directions as may be given by the judge in any particular case.

5. *Consolidated Chancery Order, 5th Feb.* 1861, *Rule* 5; *Exchequer Rules*, 1860, 119.—The evidence in chief on both sides in any cause taken before the hearing, to be used at the hearing (including the examination, cross-examination, and re-examination of any witness before a special examiner, under any such order as mentioned in the last preceding clause of this rule), shall be closed within eight weeks after issue joined, unless the time is enlarged by special order; and no evidence subsequently taken shall be admissible without special leave of the court or a judge.

6. *Consolidated Chancery Orders,* XVIII. 1; *and Exchequer Rules,* 1860, 121.—All affidavits made in a cause, whether for the purpose of being used at the hearing or otherwise, shall be taken and expressed in the first person of the deponent, and all affidavits shall be filed in the Queen's Remembrancer's Office; and affidavits to be used at the hearing of a cause shall be so filed before the time of closing evidence.

7. 15 *& 16 Vict. c.* 86, *s.* 37.—Every affidavit in a cause shall be divided into paragraphs, and every paragraph shall be numbered consecutively, and as nearly as may be shall be confined to a distinct portion of the subject.

8. *Consolidated Chancery Orders,* XIX. 12.—No affidavit filed before issue joined in any cause shall, without special leave of the Court or a judge, be received at the hearing thereof, unless within one month after issue joined notice in writing shall have been given by the party intending to use the same to the opposite party of his intention in that behalf.

9. *Chancery Orders, Feb.* 5, 1861, *Rule* 19.—Where any party has filed an affidavit intended to be used at the hearing of a cause, any opposite party desiring to cross-examine the witness who has made such affidavit, may serve upon the party by whom such affidavit has been filed, a notice in writing requiring the production of the witness for cross-examination before the Court at the hearing, such notice to be served within fourteen days next after closing the evidence, but a judge, on the application of the party filing such affidavit, by summons served on the opposite party, may, if the circumstances of the case, in his opinion, render it expedient, make an order giving the party filing such affidavit liberty to produce such witness for cross-examination at a time named in such order, before an examiner specially appointed by the judge, instead of at the hearing. Unless such witness is produced accordingly at the hearing, or, if such order as last aforesaid have been made, then at the time named in such order, such affidavit shall not be used as evidence without the leave of the Court. The party producing such witness shall be entitled to demand the expenses thereof in the first instance from the party requiring such production, but such expenses shall ultimately be borne as the Court shall direct. The witness, when produced and cross-examined, shall be subject to oral re-examination on behalf of the party by whom his affidavit was filed.

10. *Chancery Orders, 5th Feb.*, 1861, *Rule* 20.—Where any such notice as is mentioned in the last preceding clause is given, the party to whom it is given shall be entitled to compel the attendance of the witness for cross-examination, in the same way as he might compel the attendance of a witness to be examined on his behalf.

11. The attendance of a witness, whether before the Court or a special examiner, may be compelled, either by an order of a judge, in the same manner as in courts of common law, or by a *subpœna ad testificandum*, or *subpœna duces tecum*, which may be in the form mentioned at the foot of this rule, with such variations as circumstances may require.

12. 15 *& 16 Vict. c.* 86, *s.* 34.—When the examination or cross-examination of witnesses before a special examiner shall have been concluded, the original depositions, authenticated by the signature of the examiner, shall be transmitted by him to the Queen's Remembrancer's office, to be there filed.

13. *Chancery Order, 5th Feb.*, 1861, *Rule* 22.—Any party to a cause requiring the attendance of any person before the Court for the purpose of being examined shall give to the opposite party forty-eight hours' notice at least of his intention to examine such witness or person, such notice to contain the name and description of the person, unless the Court or a judge shall in any case think fit to dispense with such notice.

14. 15 & 16 *Vict. c.* 86, *s.* 29.—Upon the hearing of any cause, the Court, if it shall see fit to do so, may require the production and oral examination before itself, of any witness or party in the cause, and may direct the costs of and attending the production and examination of such witness or party to be paid in such manner as they may think fit.

15. *Ibid.*, 41.—In cases where it shall be necessary for any party to go into evidence subsequently to the hearing of a cause, such evidence may be taken by affidavit, but subject to any special directions which may be given by the Court or a judge in any particular case.

16. *Chancery Order, 6th March*, 1800.—Affidavits to be filed in the office of the Queen's Remembrancer, whether for the purpose of being used on an interlocutory application, or at the hearing of a cause, or otherwise, are to be written

on foolscap paper bookwise: Provided nevertheless, that the Queen's Remembrancer may receive and file affidavits written otherwise than as here directed, if in his opinion the circumstances of the case render such reception and filing desirable or necessary.

17. 15 & 16 *Vict. c.* 86, *s.* 59.—Upon applications by motion to the Court in any suit depending therein for an injunction, or to dissolve an injunction, the answer of the defendant shall, for the purpose of evidence on such motions, be regarded merely as an affidavit of the defendant, and affidavits may be received and read in opposition thereto.

Form of Subpœna referred to in Clause 11 *of the preceding Rule.*

Victoria, by the grace of God of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith: To —— greeting. We command you [and every of you], that, all excuses ceasing, you do personally be and appear before [Our trusty and well-beloved the Barons of our Court of Exchequer at Westminster, at such times as the bearer hereof shall by notice in writing appoint], [or ——, an examiner specially appointed for the examination of witnesses in our Exchequer, at such times and places as the bearer hereof shall by notice in writing appoint], to testify the truth according to your knowledge in a certain cause depending in our said Court of Exchequer, wherein —— is informant [and —— plaintiff, or —— and —— and others are plaintiffs], and —— and others [or another] is [or are] defendant [or defendants] on the part of the —— [and that you then and there bring with you and produce ——], and hereof fail not at your peril.

Witness, &c.

RULE XI.

Setting Down for Hearing.

1. *Consolidated Chancery Orders*, XXI. 1.—Within eight weeks after the evidence has been closed, the informant is to set down the cause, and obtain and serve on the solicitor of the defendant, or upon the defendant, if defending in person, a subpœna to hear judgment. If he does not, any defendant, after the expiration of such eight weeks, may set the cause down, and may obtain a subpœna to hear judgment, and serve the same on the solicitor of the informant, and on the otner defendants, if any.

2. *Ibid.*, 5.—A subpœna to hear judgment must be served at least ten days before the return thereof.

3. A subpœna to hear judgment shall be in the form next hereinafter set forth, with such variations as circumstances may require.

Subpœna to hear Judgment.

Victoria, by the grace of God of the United Kingdom of Great Britain and Ireland Queen, Defender of the Faith: To —— greeting. We command you [and every of you] that you appear before the Chancellor and Barons of our Exchequer at Westminster on the —— day of ——, or whenever thereafter a certain cause now depending on our Court of Exchequer at Westminster, wherein —— is informant [and —— plaintiff], and —— is defendant [or, are defendants], shall come on for hearing, then and there to receive and abide by such judgment and decree as shall then or thereafter be pronounced, upon pain of judgment being pronounced against you by default.

Witness —— at Westminster the —— day of ——, in the year of our Lord one thousand eight hundred and sixty —.

RULE XII.

Decrees, Rules, and Orders.

1. *Ibid.*, XXIII. 2.—It shall not be necessary in drawing up any decree to recite any of the pleadings or any previous proceeding beyond the prayer of the information, but it shall be sufficient to refer thereto; save only that in cases involving special circumstances, as the court or a judge shall direct, or the Queen's Remembrancer shall in his discretion think fit, such short recitals may be inserted as may be necessary to show the grounds on which the decree is granted.

2. *Rules of 26th Nov.* 1861.—All rules at side bar, and orders on motion of course, shall bear date on the day they are drawn up.

3. *Rule of 22nd June*, 1860.—All rules upon the sheriffs of London or Middlesex to return writs shall be four-day rules, and upon other sheriffs eight-day rules.

4. *Rule* 144.—The writ heretofore used calling upon a party to perform a rule, order, or decree, shall not be necessary or used to bring such party into contempt, but the serving of a copy of the rule, or the copy of an office copy of such rule, order, or decree, shall be deemed sufficient service.

5. *Rule* 113.—It shall not, except in cases of attachment, be necessary to the regular service of a rule, order, or decree that the original or office copy thereof should be shown, unless sight thereof be demanded.

RULE XIII.

Revivor and Supplement.

1. Where an order under the Crown Suits, &c., Act, 1865, to the effect of an order to revive or of a supplemental decree, has been obtained, the first seven clauses of the second of these rules shall be applicable in the same manner as if such order were an information filed on the day on which such order is obtained, and to which the persons who would be defendants to an information of revivor or supplemental information were defendants.

2. *Ibid.*, XXXII. 1.—Any person under no disability, or under the disability of coverture only, who may be served with any such order as mentioned in the last preceding clause, may apply to the Court or a judge to discharge such order within twelve days after such service.

3. *Ibid.*—Any person under any disability, other than coverture, who may be served with any such order as last aforesaid, may apply to the Court or a judge to discharge such order within twelve days after the appointment of a guardian or guardians *ad litem* for such person, and until such period of twelve days shall have expired such order shall be of no effect as against such person.

4. *Ibid.*, XXXII. 2.—Where the informant in any cause which is not in such a state as to allow of an amendment being made in the information desires to state or put in issue any facts or circumstances which may have occurred after the institution of the suit, he may state the same, and put the same in issue, by filing in the Queen's Remembrancer's office a statement, either written or printed, to be annexed to the information, and such proceedings by way of answer, evidence, and otherwise shall be had and taken upon the statement so filed as if the same were embodied in a supplemental information.

RULE XIV.

Written Pleadings, &c.

Chancery Order, 6th March, 1860.—Pleas, demurrers, interrogatories, traversing notes, replications, supplemental statements, exceptions, and certificates, to be filed in the office of the Queen's Remembrancer, are to be written on paper of the same description and size as that on which informations are printed.

RULE XV.

Computations of Time.

1. *Revenue side, rule* 61.—In all cases in which any particular number of days, not expressed to be clear days, is prescribed by the rules or practice of the Court, the same shall be reckoned exclusively of the first day and inclusively of the last day, unless the last day shall happen to fall on a Sunday, Christmas-day, Good Friday, or a day appointed for a public fast or thanksgiving, in which case the time shall be reckoned exclusively of that day also.

2. *Rule* 62.—Christmas-day, and the three following days, and the days between the Thursday next before and the Wednesday next after Easter-day, shall not be reckoned or included in the time allowed for any proceeding.

3. The period from the 10th day of August to the 24th day of October (both inclusive), shall be excluded in reckoning the time allowed for pleading, answering, or demurring to an information, and for filing exceptions to answers.

RULE XVI.

Payment of Money into Court.

1. *Exchequer rules of* 1860, 132, 133, 134.—Any party directed by any decree or order of the Court or a judge to pay money into court, must apply at the office of the Queen's Remembrancer for a "direction" so to do, which direction must be taken to the Bank of England, and the money there paid in. After payment, the receipt obtained from the Bank of England must be filed at the Queen's Remembrancer's Office.

2. If the money is to be invested, paid out, or otherwise disposed of, an order of the Court or a judge must be obtained for that purpose, upon notice to the opposite party.

3. The orders relating to the matters mentioned in this rule are to be drawn up in the Queen's Remembrancer's Office.

RULE XVII.

Recognisances.

1. *Exchequer Rules of* 1860, 68, 71, 72.—All recognisances, if taken and acknowledged in town, are to be taken and acknowledged before a judge; and if a recognisance be taken and acknowledged in the country, the same may be taken and acknowledged before a commissioner for taking special bail in the Exchequer, and in the latter case an affidavit of caption must be made and filed.

2. No enrolment of any recognisances shall be necessary, but the same shall be filed in the Queen's Remembrancer's Office.

3. All recognisances are to be prepared on parchment by the respective parties entering into the same.

RULE XVIII.

Issuing Writs.

1. *Rules of Revenue side*, 1860.—All writs in suits shall be prepared by the solicitor of the department, or by the solicitor suing out of the same, and the name of the solicitor of the department, together with the name of the department, or the name and address of such other solicitor, shall be indorsed on such writ; and every such writ shall, before the issuing thereof, be sealed at the Queen's Remembrancer's office, and a *præcipe* thereof left at the said office; and thereupon an entry of every such writ, together with the date of sealing and the name of the solicitor suing out the same, shall be made in a book to be kept at the Queen's Remembrancer's office for that purpose; and all such writs shall be tested of the day, month, and year when issued, and conclude without any other words.

RULE XIX.

Distringas.

A writ of *distringas* on behalf of her Mayesty's Attorney-General, or of the Attorney-General of the Prince of Wales and Duke of Cornwall, to restrain the transfer of stock transferable at the Bank of England, or the payment of the dividends thereon, shall continue to be issuable from the office of the Queen's Remembrancer in the form heretofore made, but concluding with the date of the day, month, and year of issue only.

RULE XX.

Power of Court as to time.

1. Any power which the Court or a judge may now possess to enlarge or abridge the time for doing any act or taking any proceeding, upon such (if any) terms as the justice of the case may require, shall not be affected by these orders.

RULE XXI.

Costs.

1. Solicitors shall be entitled to charge and be allowed the fees set forth in the schedule hereto, unless the Court shall make order to the contrary as to all or any of the parties.

2. *Exchequer rules of* 1860, 81, 82, 86.—Where costs are to be taxed, one day's notice of taxing costs, together with a copy of the bill of costs, shall be given to the solicitor of the party whose costs are to be taxed, by the other party or his solicitor.

3. Where costs are directed to be paid to the Crown, a certificate shall be granted by the Queen's Remembrancer of the costs allowed, and on default of payment the solicitor of the department may sue out a subpœna for the payment of such costs, and on an affidavit of service thereof, and demand made, and nonpayment, an attachment may be granted.

4 A subpœna for costs shall be in the form set forth at the foot of this rule, with such variations as circumstances may require.

Subpœna for Costs.

Victoria, by the grace of God, of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith; To —— greeting. We command you [and every of you], that you pay or cause to be paid immediately after the service of this writ to —— or the bearer of these presents £ —— costs in a cause wherein —— is informant [and —— plaintiff] and —— [and another or others] is defendant [or, are defendants], by our Court of Exchequer adjudged to be paid by you the said —— under pain of an attachment issuing against your person, and such process for contempt as the said Court shall award in default of such payment.

Witness, &c.

RULE XXII.

Appointments.

22*nd June*, 1860, *Rule* 139.—On every appointment made by the Queen's Remembrancer, the party on whom the same shall be served shall attend without waiting for a second appointment, or in default thereof the Queen's Remembrancer may proceed *ex parte* on the first appointment.

RULE XXIII.

Commencement of Rules.

1. These rules shall take effect and come into operation on the 16th day of April, 1866, but nothing therein contained shall apply to any suit commenced by information filed before that day, unless the Court or a judge shall on hearing the parties so direct.

RULE XXIV.

Interpretation.

1. In the preceding rules the following words (that is to say), "the Court," "information," "suit," and "cause," have the meanings mentioned in "The Crown Suits &c. Act 1865," sect. 6; and the term "a judge" means any judge of one of her Majesty's Superior Courts of Law at Westminster transacting business out of court.

2. In the preceding rules the following words have the several meanings hereby assigned to them, over and above their several ordinary meanings, unless there be something in the subject or context repugnant to such construction (that is to say):

(1.) Words importing the singular number include the plural number, and words importing the plural number include the singular number.

(2.) Words importing the masculine gender include females.

(3.) The word "party" or "parties" includes a body politic or corporate, and also includes Her Majesty's Attorney-General, or the Attorney-General of the Prince of Wales and Duke of Cornwall, as the case may require.

(4.) The word "affidavit" includes affirmation.

FRED. POLLOCK.
SAMUEL MARTIN.
G. BRAMWELL.
W. F. CHANNELL.
G. PIGOTT.

March 14, 1866.

SCHEDULE.

FEES AND CHARGES TO BE ALLOWED TO SOLICITORS.

Instructions.	£	s.	d.
For special cases, answers, examinations, demurrers, pleas, and exceptions	0	13	4
For informations	2	2	0
For amended or supplemental information	0	13	4
For brief for moving injunction	1	1	0
For interrogatories for examination of parties or witnesses	0	13	4
For special petitions	0	13	4
For special affidavits	0	6	8
For brief in suit by information on cause coming on for hearing on service of subpœna to hear judgment	1	1	0
To defend proceedings commenced by information	0	13	4
For instructions for order to revive or add parties	0	13	4
As to informations and answers, affidavits and petitions, in lieu of the fixed fees for instructions for and for drawing, the Queen's Remembrancer is to be at liberty to take into his consideration the special circumstances of each case, and at his discretion to make such further allowance as shall appear to him to be just.			
The Preparation of Pleadings and other Documents.			
(The folio to be seventy-two words, and the sheet ten folios.)			
For drawing informations, answers, pleas, demurrers, exceptions, interrogatories, and affidavits, per folio	0	1	0
For engrossing, per folio	0	0	4
For drawing statements and other documents for the judges' chambers or Queen's Remembrancer, when required, including the fair copy thereof to leave in chambers, per folio	0	1	0
For examining and correcting the proof of an information or answer, per folio	0	0	2
For revising the print of an answer before swearing or filing, per folio	0	0	2

	£	s.	d.
For drawing special notice of motion	0	5	0
Or, per folio	0	1	0
For drawing such observations for counsel to accompany brief as may be necessary and proper, per sheet	0	6	8
For drawing the brief on further consideration, per sheet	0	6	8
For preparing and filing replication	0	10	0
For drawing statement on which counsel to move for order to revive or add parties, and copy	0	10	0
Or, according to circumstances, at per sheet	0	6	8
For drawing petition to revive, at per folio	0	1	0
For drawing and copying certificate to appoint guardians *ad litem*	0	6	8
For amending each copy of an information to serve where no reprint	0	13	4
For amending each brief information where no reprint	0	13	4
For drawing bills of costs, including the copy for the Queen's Remembrancer's office, per folio	0	0	8
The fee for drawing a document in all cases includes a copy, if required, for the use of the solicitor or client, or for the settlemement of counsel.			
Perusals.			
For perusing the print of an information by the defendant's solicitors	1	1	0
If exceeding sixty folios, at per folio	0	0	4
For perusing the print of an amended information	0	13	4
If amendments exceeding forty folios, at per folio	0	0	4
For perusing an amended information when amended in writing	0	6	8
If amendments exceeding twenty folios, at per folio	0	0	4
The solicitor of the party answering interrogatories, for perusing interrogatories	0	13	4
If exceeding forty folios, at per folio	0	0	4
For perusing an answer	0	13	4
If exceeding forty folios, at per folio	0	0	4
For perusing an examination, at per folio	0	0	4
For perusing all special affidavits filed by an opposing party, at per folio	0	0	4
For perusing copy supplemental statement under Crown Suits Act	0	13	4
For perusing copy order to revive	0	13	4
Copies.			
Subject to the foregoing regulations as to charges for copies, copies of all documents are to be at the rate of per folio	0	0	4
Or per sheet of 10 folios at	0	3	4
Having regard to the preceding fees for perusal, the fee for abbreviating is to cease; and no close copies are now to be allowed as of course, but the allowance is to depend on the propriety of making the copy, which in each case is to be shown and considered.			
For each copy of a summons to serve	0	2	0
For each copy of a notice of motion, order, or certificate to serve	0	1	0
Or at per folio	0	0	4
Attendances.			
For attending on the Queen's Remembrancer's warrant	0	6	8
Or according to the circumstances, not to exceed per diem	2	2	0
For attending each counsel with his brief, case, or abstract, in a suit or other proceeding in this Court	0	6	8
For the like, where the fee amounts to five guineas	0	13	4
Where it amounts to twenty guineas	1	1	0
Where it amounts to forty guineas or upwards	2	2	0
For attending to present special petition, and for same answered	0	6	8
For attending on counsel and Court on motion of course, and for order	0	13	4
For attending on the day in which a cause or petition stands appointed for hearing, or for which notice of motion has been given	0	10	0
For attending when heard	1	1	0
Or according to circumstances, not to exceed per diem	2	2	0
For attending the Court on every special motion, when made	0	13	4
Or according to circumstances, not to exceed	1	1	0
For attending on motion for or to discharge order for injunction or other matter when heard, per diem	0	13	4
Or according to circumstances, not to exceed	1	1	0
For attending to get answer or special affidavit sworn	0	6	8
For attending examiner to procure appointment to examine witnesses	0	6	8
For attending the examination of witnesses before examiner	0	13	4
Or according to circumstances, not to exceed per diem	2	2	0
But if without counsel the fee may, at the Queen's Remembrancer's discretion, be increased to	3	3	0
For attending to settle and afterwards to read over the engrossment of an answer or examination	0	13	4
If the same exceed twenty folios and under fifty folios	1	1	0
And for each additional thirty folios	0	6	8
For attending to insert an advertisement in *Gazette*	0	6	8
For entering caveat with the Queen's Remembrancer	0	6	8
For attending to procure certificate of a caveat	0	6	8
For attending Queen's Remembrancer to certify abatement or settlement of suit, and to have same so marked in the cause book	0	6	8
For attending the printer with an information or answer to be printed	0	6	8
For attending to get copies of information or interrogatories marked for service	0	6	8
For attending to take instructions to appear, and to enter the appearance of one or more defendants, not exceeding three	0	6	8
If exceeding three, for every additional number not exceeding three	0	6	8
The solicitor of the party filing an answer, for his attendance on the Queen's Remembrancer with and for the written and printed copies of an answer, and for certifying	0	13	4
For the informant, or party having the conduct of the order, attending the Queen's Remembrancer with briefs and papers, to bespeak minutes or order, not being an order of course	0	6	8
For ditto, for preparing list of evidence read, but only when required by the Queen's Remembrancer and certified by him	0	6	8
Or according to length, at per folio	0	1	0
Attending to settle the draft of any decree or order	0	13	4
Or at the Queen's Remembrancer's discretion, not to exceed	2	2	0
In case the Queen's Remembrancer shall certify that a special allowance ought to be made in respect of any unusual difficulty in settling an order, he is to consider the same, and make such allowance to all or any of the parties as to him shall seem just.			
For attending to procure certificate of pleadings	0	6	8
For attending to give consent to take answer without oath, and for other necessary or proper consent, of a like nature	0	6	8
For attending to procure such consents	0	6	8
For attendances in consultation or in conference with counsel	0	13	4
For attending court on appointment of a guardian *ad litem*	0	13	4
Writs.			
For every writ of *subpœna duces tecum*	0	6	8
For a writ or writs of subpœnea other than *subpœna duces tecum*, if the number of names therein shall not exceed three	0	6	8
If exceeding three names, for every additional number not exceeding three	0	6	8
For preparing every other writing without order	0	6	8
For every writ under order, except special injunction	0	13	4
For special injunction, including engrossment	1	0	0
Or per folio	0	1	4
Notices and Services.			
For service of a notice of motion, exclusive of copy	0	2	6
For notice to a solicitor of appearance, answer, demurrer, plea, amendment, and replication	0	2	6
For notice of filing affidavits or set of affidavits			

	£	s.	d.
filed, or which ought properly to have been filed together, to be read in court	0	2	6
For notice of appointment or copy warrant for settling and passing decrees or orders before the Queen's Remembrancer			
For copy and service of a warrant on a solicitor	0	2	6
For service of a judge's summons, exclusive of the copy	0	2	6
For service of a petition	0	2	6
For judge's summons, copy and service	0	5	0
For service of an order, exclusive of the copy	0	2	6
For other necessary or proper notice	0	2	6
For services on a party or witness such reasonable charges and expenses as may be properly incurred, according to distance, or by the employment of an agent.			

Oaths and Exhibits.

To the commissioner for oath in London according to statute	0	1	6
In the country	0	2	6
To the solicitor, for preparing each exhibit in town and country	0	1	0
The commissioner, for making each exhibit	0	1	0

Term Fee.

For a term fee, in all causes, for every term in which a proceeding by the party shall take place	0	10	0
And for letters, per term	0	5	0
In country agency causes the further fee for letters of	0	6	8

Where no proceeding is taken which carries a term fee, a charge for letters may be allowed, if the circumstances shall require it.

For any work or labour properly performed, and not herein provided for, such allowances are to be made as heretofore.

ADMISSION OF ATTORNEYS.

Easter Term, 1866.

The following days have been appointed for the admission of attorneys in the Court of Queen's Bench:—Monday, May 7; Tuesday, May 8.

ADMISSION OF SOLICITORS.

Easter Term, 1866.

The Master of the Rolls has appointed Tuesday, the 8th of May, at the Rolls Court, Chancery-lane, at four o'clock in the afternoon, for swearing in solicitors.

Every person desirous of being sworn in on the above day must leave his common law admission, or his certificate of practice for the current year, at the secretary's office, Rolls-yard, Chancery-lane, on or before Monday, the 7th May.

The papers of those gentlemen who cannot be admitted in common law till the last day of term will be received at the secretary's office up to twelve o'clock at noon on that day, after which time no papers can be received.

A meeting of the English and Irish Law and Chancery Commissioners was held at 6, Adelphi terrace, on Monday last. Present: The Vice-Chancellor Sir W. Page Wood, Mr. Justice Willes, and Robert Bayley Follett, Esq. W. Neilson Hancock, Esq., LL.D., and H. R. Vaughan Johnson, Esq., secretaries.

PUBLIC COMPANIES.

ENGLISH FUNDS AND RAILWAY STOCK.

LAST QUOTATION, April 26, 1866.

[*From the Official List of the actual business transacted.*]

GOVERNMENT FUNDS.

3 per Cent. Consols, 86⅞
Ditto for Account, May 9, 87⅛
3 per Cent. Reduced, 85⅝
New 3 per Cent., 85½
Do. 3½ per Cent., Jan. '94
Do. 2½ per Cent., Jan. '94 69
Do. 6 per Cent., Jan. '73 —
Annuities, Jan. '80 —
Annuities, April, '85
Do (Red Sea T.) Aug. 1908 —
Ex Bills, £1000, 3 per Ct. — dis
Ditto, £500, Do. — dis
Ditto, £100 & £200, Do. dis
Bank of England Stock, 5½ per Ct. (last half-year) 243
Ditto for Account, —

INDIAN GOVERNMENT SECURITIES.

India Stock, 10½ p Ct. Apr. '74 —
Ditto for Account, 210
Ditto 5 per Cent., July, '70, 106½
Ditto for Account, —
Ditto 4 per Cent., Oct. '88
Ditto, ditto, Certificates, —
Ditto Enfaced Ppr., 4 per Cent. —
Ind. Enf. Pr., 5 p C., Jan. '72
Ditto, 5½ per Cent., May, '79 107⅜
Ditto Debentures, per Cent., April, '64 —
Do. Do., 5 per Cent., Aug. '6
Do. Bonds, 4 per Ct., £1000, — pm
Ditto, ditto, under £1000, — pm

RAILWAY STOCK.

Shares.	Railways.	Paid.	Closing Prices.
Stock	Bristol and Exeter	100	91
Stock	Caledonian	100	129
Stock	Glasgow and South-Western	100	116
Stock	Great Eastern Ordinary Stock	100	40¼
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Great Northern	100	123
Stock	Do., A Stock*	100	138½
Stock	Great Southern and Western of Ireland	100	91
Stock	Great Western—Original	100	58
Stock	Do., West Midland—Oxford	100	41
Stock	Do., do.—Newport	100	36
Stock	Do., do.—Hereford	100	102
Stock	Lancashire and Yorkshire	100	121¼
Stock	London, Brighton, and South Coast	100	98
Stock	London, Chatham, and Dover	100	29
Stock	London and North-Western	100	121½
Stock	London and South-Western	100	93
Stock	Manchester, Sheffield, and Lincoln	100	63
Stock	Metropolitan	100	134
10	Do., New	£4:10	3½ pm
Stock	Midland	100	123⅛
Stock	Do., Birmingham and Derby	100	94
Stock	North British	100	58
Stock	North London	100	124
10	Do., 1864	5	7
Stock	North Staffordshire	100	76
Stock	Scottish Central	100	151
Stock	South Devon	100	51
Stock	South-Eastern	100	76
Stock	Taff Vale	100	143
10	Do., C	3	3 pm
Stock	Vale of Neath	100	103
Stock	West Cornwall	100	54

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

The demand for accommodation is daily decreasing, and everything indicates a speedy return to the old rates of discount if only our neighbours keep quiet. The supply of capital is abundant, the terms being about 5½ to 6, with exceptional engagements at 5¾ per cent. The joint-stock banks are employing their resources at rates varying from 5½ to ¾ per cent. The terms at the Stock Exchange have fallen to 3 per cent.

The condition of the markets for stocks and shares is unsatisfactory. The transactions are chiefly of a speculative character, founded upon adverse reports respecting the fate of the ministry, and the accounts from Italy and Prussia. It seems likely that the hoax practised on the *Times* of Friday last was not the work of any speculator on Change (though this is quite possible), but rather a trick of some wag who was initiated in the *modus operandi* of the Foreign Office with the leading journals. The arrangements for carrying over to the next account, which commenced on Wednesday, show that there is a great scarcity of financial shares, especially Credit Foncier and Mobilier and Overend, Gurney, & Co.

Forthwith 6 per cents. are steady; Mexican 3 per cents. quiet. Spanish and Indian securities were stationary. American stocks and shares are becoming firmer than they have been for a long time, and numerous transactions have taken place in them.

English securities have been varying much, and manifest tendencies to flatness. Foreign Bonds are improving, being the subjects of numerous transactions.

The English railway market is still unsteady. Sometimes the prices of these securities rally; but the improvement does not last long. Shares in the colonial railways are attracting much attention, but there is little actually done in them. Joint-stock bank shares are a little heavy.

Although prices at the French Bourse are tending downwards, there has been great quietude, if not firmness, at Amsterdam, and still more at Frankfort and Berlin; but fluctuations were still taking place at Vienna.

On the whole, our chronicle of the monetary events of the week is little more than a re-statement of our last week's summary. Home investments appear to be the safest at present, as of course they usually are. All the sparks are not extinguished in the German conflagration yet. That cumbrous body, the Germanic Confederation, indeed, appears to be intended to keep international law in as unsettled and complicated a shape as possible. The *canard* in the *Times* of Saturday took no one by surprise, and if war is at present averted, it may be only postponed.

Whether the present rate of interest will be maintained for any considerable time will depend on the state of trade politics and joint-stock speculations. At present it tends to decline.

The House of Lords have virtually held, in the case of the Cork and Youghal Railway, which has given so much scandal to prudent financiers from its excessive issue of Lloyd's bonds, that preference shareholders lose their priority on a sale or winding-up of the railway. Most of such shareholders probably think that their priority extends to the assets as well as dividends, to the capital as well as the income, of a company—*Sed humanum est errare. Vide Henry* v. *Great Northern Railway Company*, 1 De G. & J. 637; *Matthews* v. *Great Northern Railway Company*, 7 W. R. 233.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

ATTREE—On April 23, at Richmond-terrace, Clapham-road, the wife of T. M. Attree Esq., Solicitor, of a son.

CLARK—On April 18, at Grantchester, near Cambridge, the wife of E. C. Clark, Esq., Barrister-at-Law, of a son.

CROZIER—On March 5, at Clairmont, Natal, the wife of P. A. Crozier, Esq., Advocate, of a son.

FISCHER—On April 22, at Brighton, the wife of Thomas H. Fischer, Esq., Barrister at-Law, of a son.

MUSKETT—On April 25, at Park-villas, Plumstead, Kent, the wife of G. Muskett, Esq., Solicitor, of a son.

STEWART—On April 18, at Lewisham, the wife D. Stewart, Esq, Barrister-at-Law, of a son.

WYATT—On April 16, at Acton Hill, Staffordshire, the wife of R. Wyatt, Esq., Barrister-at-Law, of a son.

MARRIAGES.

CADMAN—SIMPSON—On April 24 at Sandal Church, J. H. Cadman, Esq., M.A., F.G.H.S., Barrister-at-Law, to Mary G., daughter of E. T. Simpson, Esq., Thornhill House, near Wakefield.

COWDELL—PORTEOUS—On April 19, at St. Thomas's, Dudley, W. Cowdell, jun., Esq., Solicitor, Hinckley, Leicestershire, to Jane J., daughter of J. Porteous, Esq., Clenghfoot, Dumfriesshire.

DE KANTZOW—YATMAN—On April 31, at Christ Church, Naples, Captain H. P. De Kantzow, R.N., to Ellen T., daughter of the late W. Yatman, Esq., Barrister-at-Law, Temple.

HARRIS—FRASER—On April 24, at Edinburgh, D. Harris, Esq., to Elizabeth S., daughter of A. Fraser, Esq., W.S., Fort William, Invernesshire.

HUNTER—FILDESLEY—On April 19, at Christ Church, Ealing, H. J. Hunter, Esq., of the Admiralty Court, to Catherine L., daughter of S. Fildesley, Esq., Ealing.

DEATHS.

COX—On April 19, at Honiton, Elizabeth, widow of the late Isaac Cox, Esq., Solicitor, aged 83.

HARGREAVE—On April 23, at Bray, near Dublin, C. J. Hargreave, Esq., LL.D., F.R.S., aged 46.

SAUNDERS—On March 6, at Moulmein, British Burmah, H. B. Saunders, Esq., Government Advocate.

YULE—On April 10, at Sea, J. A. Yule, Esq., M.D., son of the late J. Yule, Esq., W.S., Edinburgh.

UNCLAIMED STOCK IN THE BANK OF ENGLAND.

The amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

HARDY, JAMES, Jun., Esq., High-street, Shadwell. £1 10s. per annum Consolidated Long Annuities—Claimed by M. C. Hardy, the administrator of J. Hardy, deceased.

SHAW, ANN ELIZABETH, Richmond, Spinster. Nine Dividends on the sum of £7 Annuities—Claimed by E. J. Shaw, administratrix.

SMITH, REV. WILLIAM, Dry Drayton, Cambridgeshire, and CHARLES HARRINGTON, Esq., Oxford. £109 11s. Consolidated £3 per Cent. Annuities—Claimed by Rev. W. Smith, and C. Harrington.

WILSON, EDWARD, Esq., Knightrider-street, Doctors'-commons. £1,000 New £3 per Cent. Annuities—Claimed by J. W. Browne, and W. W. Browne, the acting executors of said E. Wilson, deceased.

LONDON GAZETTES.

Winding-up of Joint Stock Companies.

FRIDAY, April 20, 1866.

LIMITED IN CHANCERY.

Sea and River Marine Insurance Company (Limited).—Petition for winding-up, presented April 19, directed to be heard before Vice-Chancellor Kindersley on April 27. Ashurst & Co, Old Jewry, Solicitors for the petitioner.

Bank of Turkey (Limited).—Petition for winding-up, presented April 16, directed to be heard before Vice-Chancellor Wood on April 28. Harcourt, King's Arms-yard, Coleman-st, Solicitor for the petitioner.

Pateley Bridge Gas and Water Works Company (Limited).—Creditors are required, on or before May 21, to send their names and addresses, and the particulars of their debts or claims, to Frederick Whinney, Bank-buildings. Wednesday, May 30 at 11, is appointed for hearing and adjudicating upon the debts and claims.

TUESDAY, April 24, 1866.

LIMITED IN CHANCERY.

Kilgetty Silica Company (Limited).—Creditors are required, on or before May 21, to send their names and addresses, and the particulars of their debts or claims, to George Williams, 9, St Thomas-st, Islington, official liquidator. Friday, June 1, at 12, is appointed for hearing and adjudicating upon the debts and claims.

London Indiarubber Company (Limited).—Order to wind-up, made by the Lord Chancellor, dated April 13. Sole & Co, Aldermanbury.

Friendly Societies Dissolved.

FRIDAY, April 20, 1866.

Female Humane Friendly Society, Sunday School, West-st, Leek, Staffordshire. April 18.

Upholsterers' Friendly Benefit Society, Berwick-st, Soho. April 12.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, April 20, 1866.

Slack, Charlotte, Tonbridge Wells, Kent, Spinster. May 14. Robinson v Reade, M. R.

Embleton, Luke, New Park-st, Southwark, Engineer. May 21. Trotter v Embleton, M. R.

Turner, Mary, Stanningley, Calverley, York, Widow. May 16. Turner v Birdsall, V. C. Kindersley.

Hind, John, Upper Seymour-st West, Connaught-sq, Esq. May 16. Smith v Harris, V. C. Kindersley.

TUESDAY, April 24, 1866.

Atkinson, Arthur, Exeter, Devon, Gent. May 16. Ducat v Searle, V. C. Stuart.

Cresswell, Frances, Onslow-sq, Spinster. May 7. Cresswell v Cresswell, V. C. Wood.

Foulds, Mary, Whalley, Lancaster, Spinster. May 25. Johnson v Foulds, M. R.

Jackson, Erasmus, Southsea, Hants, Banker. May 7. Jackson v Jackson, V. C. Wood.

Preston, Richd, Makerfield, Lancaster, Ironfounder. May 21. Peak v Hilton, M. R.

Thomas, Sophia, Birm, Widow. May 28. Thomas v Hodges, V. C. Stuart.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, April 20, 1866.

Bott, Jas, Starch-green, Shepherd's Bush. May 20. Humphreys & Morgan, Newgate-st.

Brande, Wm Thos, Calverley-park, Tunbridge Wells, Esq. May 22. Simpson & Dimond, Henrietta-st, Cavendish-sq.

Budden, Jas, Chatham, Kent, Porter Merchant. June 9. Prall, jun, Rochester.

Fairbank, Wm, Bradford, York, Gent. June 1. Harris, Bradford.

Fairbairn, Wm Home, Jermyn-st, Pall-mall, Staff Surgeon-Major. May 18. Dolman, Jermyn-st.

Thomas, Wm, Freystrop, Pembroke, Farmer. May 1. James & James, Haverfordwest.

Farmer, Robt, Hubberston, Pembroke, Master Mariner. May 30. Davies, Haverfordwest.

Fies, Sophia C., Upper Kennington-green, Widow. May 21. Hughes & Co, Bucklersbury

Grounds, David, Wisbech St Peter, Cambridge, Gent. Aug 1. E. F. & E Jackson, Wisbech.

Hooper, Wm, Hickman's Folly, Dockhead, Pawnbroker. May 19. Beaumont & Co, Lincoln's inn fields.

Howard, Hy, Byfleet Bridge Farm, Surrey, Farmer. May 19. Kempster, Portsmouth-pl, Lewer Kennington-lane.

Leir, Thos Macie, Weston-Super-Mare, Somerset, Esq. June 11. Whittington & Gribble, Bristol.

Lyon, Eliz, Market Weighton, York, Widow. May 18. Powell & Son, Pocklington.

Oldham, Riland Wolseley, Lieut. H. M. 51st Regiment. May 19. Winter, St Swithin's-lane.

Robinson, Joseph, Chingford Lodge, Chingford, Essex, Superintendent. May 28. Barker & Co, Crosby-sq.

TUESDAY, April 24, 1866.

Abbott, Saml, Liskeard, Cornwall, Gent. May 31. Childs, Liskeard.

Ainsworth, Joseph, Barkston Ash, York, Farmer. June 1. Cariss & Tempest, Leeds.

Cawdor, The Dowager Countess, Tilney-st, Park-lane. May 15. Farrer & Co, Lincoln's-inn-fields.

Cooper, Richd, Sedgley, Stafford, Moulder. June 1. T. M. & J. Whitehouse, Wolverhampton.

Davis, Thos, Westbourne-st, Hyde-park-gardens, Esq. May 19. Hodding & Co, Princes-st, Storey's-gate, Westminster.

Dodds, John Weatherill, Kingston-upon-Hull, Gent. July 1. Holden & Sons, Hull.

Elworthy, Eliz, Plymstock, Devon, Widow. June 1. Elworthy & Co, Plymouth.

Hamp, Francis, Ashby-de-la-Zouch, Leicester, Wine and Spirit Merchant. July 31. Smith, Ashby-de-la-Zouch.

Hatton, Wetharley, Dover, Kent, Smith. April 30. Fox, Dover.

Muras, Geo, Newcastle-upon-Tyne, Auctioneer. June 1. Hill & Hoyle, Cannon-st.

Parsons, Susanna, High-st, Woolwich, Licensed Victualler. May 31. Pearce, Woolwich.

La Perrelle, John Mercer, Winchester, Painter. July 18. Lee & Best, Winchester.

Reeve, Rev Thos, Raydon, Suffolk, Clerk. May 19. Long, Ipswich.

Smart, Wm, Ropsley, Lincoln, Farmer. June 1. Thompson, Grantham.

Steevenson, Wm, Grantham, Lincoln, Pawnbroker. June 1. Thompson, Grantham.

Tichbon, Thos, Salehurst, Sussex, Draper. May 24. Tournay.

Wade, John, Esq, Winchmore-hill. June 1. Sarr & Gribble, Abchurch-lane.

Wigley, Geo Jonas, Rome, Architect. July 1. Eldred & Andrew, Gt James-st, Bedford-row.

Assignments for Benefit of Creditors.

TUESDAY, April 24, 1866.

Steadman, Joseph, jun, Northfleet, Kent, Grocer. April 2. Arnold, Milton-next-Gravesend.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, April 20, 1866.

Aldridge, Wm, Fulbeck, Lincoln, Grocer. March 26. Asst. Reg April 19.

Ambler, John, Bridlington Quay, York, Innkeeper. April 9. Asst. Reg April 18.

Askham, Robt, Barnhill Hall, York, Farmer. March 22. Comp. Reg April 18.

Baerselman, Jan Wessel Klopman, Gt Tower-st, Provision Merchant. April 17. Comp. Reg April 19.

Baker, Richd Hy, Birm, Iron Bedstead Manufacturer. March 20. Comp. Reg April 18.

Baron, Wm Lyttleton, Leadenhall-st, Hosier. March 22. Asst. Reg April 19.

Barrick, Wm, Whitby, York, Master Mariner. April 18. Asst. Reg April 19.

Bartlett, Wm, Ilchester, Somerset, Tailor. April 3. Asst. Reg April 19.

Battcock, John, & Walker Battcock, New Shoreham, Sussex, Drapers. April 7. Comp. Reg April 18.

Bell, Saml, Stanion, Northampton, Timber Dealer. March 29. Asst. Reg April 19.
Bevan, Ann, Chetwynd, Salop, Miller. March 26. Asst. Reg April 19.
Binns, Hy, Metropolitan Stone Works, Kensal New-rd, Stone Mason. April 17. Asst. Reg April 19.
Brookes, John, Bolton, Lancaster, Tailor. March 23. Asst. Reg April 20.
Cussen, Thos, Bow-lane, Warehouseman's Assistant. March 26. Comp. Reg April 18.
Cuthbert, John, Gt Grimsby, Lincoln, Timber Merchant. March 22. Comp. Reg April 19.
Dowse, Hy, Luton, Bedford, Draper. April 4. Asst. Reg April 19.
Eardensohn, Isaac, Redcross-st, Boot Manufacturer. March 24. Comp. Reg April 19.
Elgar, Thos, Isle of Thanet, Kent, Builder. March 22. Asst. Reg April 18.
Fouracre, Wm, Bristol, Grocer. March 23. Asst. Reg April 18.
Harris, Jas Thos, Norwich, Boot Manufacturer. March 28. Asst. Reg April 20.
Hogarth, John Brook, Thames Tunnel Iron Wharf, Rotherhithe, Iron Merchant. April 13. Comp. Reg April 18.
Ivison, Robt, Whitehaven, Cumberland, Innkeeper. March 26. Asst. Reg April 19.
Janeway, Walter, Bristol, Stay Manufacturer. April 12. Asst. Reg April 19.
Kelly, Saml, South Shields, Durham, Tailor. March 21. Asst. Reg April 18.
Kendal, Robinson, Lpool, Metal Broker. April 9. Asst. Reg April 19.
Lewis, Fredk, Clifton-rd, St John's-wood, Gent. April 16. Asst. Reg April 19.
Linsell, Hy Jas, Hemingford-rd, Barnsbury, Baker. April 13. Comp. Reg April 20.
Malpass, Edwin, Gloucester, Baker. April 5. Comp. Reg April 19.
Marriott, Edwin, Rockbare-ct, nr Exeter, Colonel. March 22. Comp. Reg April 19.
Meale, Jas, Billingford, Norfolk, Grocer. March 24. Asst. Reg April 18.
Morris, John, Leominster, Hereford, Builder. March 19. Asst. Reg April 16.
North, Hy, Goswell-rd, Upholsterer. April 11. Comp. Reg April 17.
Pickstock, Julius Cæsar, Winsford, Chester, Beerhouse Keeper. April 17. Comp. Reg April 18.
Potter, Wm, Soothill, York, Woollen Manufacturer. March 24. Comp. Reg April 19.
Scott, Richd, Manch, Shoe Merchant. March 22. Asst. Reg April 19.
Silverstone, Thos Kersey, Gt Saxham, Suffolk, Farmer. March 19. Asst. Reg April 16.
Smith, Jeffery, Huntingdon, Brewer. March 22. Asst. Reg April 18.
Smith, Alfred, Ann's-cottages, Forest-hill. April 13. Comp. Reg April 17.
Stone, Benj, Stanton Lacy, Salop, out of business. March 24. Comp. Reg April 18.
Summers, Saml, Leamington Priors, Warwick, Lodging-house Keeper. March 23. Asst Reg April 19.
Sutcliffe, John, Burnley, Lancaster, Lime Merchant. March 24. Asst. Reg April 19.
Tregallas, Walter, Bishopsgate-st Within, Share Dealer. April 12. Comp. Reg April 19.
Thorn, Jas Danl, & Maria Bennett, High-st, Southwark, Rope Manufacturers. April 17. Comp. Reg April 18.
Waite, Percival John, Mincing-lane, Merchant. Jan 30. Inspectorship. Reg April 20.
Walker, Maria Essington, Aubrey-rd, Notting-hill, Widow. April 17. Comp. Reg April 17.
Weston, Robt, Leamington Priors, Warwick, Agent. March 26. Asst. Reg April 18.
Withers, Theodore Gibson, Paulton-sq, Chelsea, Gent. March 22. Comp. Reg April 19.
Whittam, Wm, & John Whittam, Preston, Lancaster, Brewers. March 22. Asst. Reg April 19.

TUESDAY, April 24, 1866.

Amos, Richd Gully, Bishopsgate-churchyard, Licensed Victualler. April 23. Comp. Reg April 23.
Bacon, John, Manch, Boot and Shoe Dealer. March 26. Comp. Reg April 21.
Barker, Joseph, Lpool, Estate Agent. March 31. Comp. Reg April 23.
Barnett, Robt, London-rd, Southwark, Boot and Shoe Maker. April 16. Comp. Reg April 23.
Batch, Jacob, Norwich, Paviour. March 23. Asst. Reg April 20.
Batty, John Higgs, & Joseph Hy Batty, Bouverie-st, Printers. April 17. Comp. Reg April 23.
Bennett, Chas Augustus, Sunninghill, Berks, Horse Trainer. April 14. Asst. Reg April 23.
Bradley, Thos, Llandudno, Carnarvon, Licensed Victualler. April 19. Asst. Reg April 23.
Borries, Christian, & Thos Bromfield, Newcastle-upon-Tyne, Corn Factors. April 7. Asst. Reg April 20.
Borough, Wm Fitzgerald, Sparrow-corner, Minories, Provision Merchant. March 26. Asst. Reg April 23.
Clark, Wm Newman, Ramsbury, Wilts, Grocer. April 4. Asst. Reg April 20.
Clegg, Jas, jun, Rochdale, Lancaster, Medical Botanist. April 14. Asst. Reg April 21.
Chapman, John, Westbromwich, Stafford, Brewer. April 3. Asst. Reg April 23.
Clear, Jas, Farlington, Hants, Contractor. April 13. Asst. Reg April 23.
Clayton, Jas Hutchinson, Calverley, York, Hop Merchant. March 29. Comp. Reg April 24.
Currie, Jas, Station-hill, nr Wigton, Cumberland, Millwright. March 26. Asst. Reg April 21.
Darby, Wm, Leicester, Innkeeper. April 4. Asst. Reg April 23.
Drew, Wm, Plymouth, Devon, Licensed Victualler. April 11. Asst. Reg April 21.
Dodd, John, Ross, Hereford, Innkeeper. April 5. Asst. Reg April 20.
Downey, Jas, Newcastle-upon-Tyne, Clothes Dealer. March 31. Comp. Reg April 21.
Entwisle, Wm Flamank, Otley, York, Draper. March 29. Asst. Reg April 20.
Fairer, Joseph, St George-st East, Watch Maker. April 6. Comp. Reg April 20.
Frost, Wm, Long-lane, Bermondsey, Glue Piece Dealer. April 5. Asst. Reg April 20.
Ford, Jas, Bristol, Builder. March 27. Asst. Reg April 21.
Gilbert, Thos, Aston, Warwick, Licensed Victualler. April 9. Comp. Reg April 23.
Hamilton, Joseph, Haydon Bridge, Northumberland, Draper. March 29. Asst. Reg April 21.
Hodges, Saml, & Saml Horatio Hodges, Bristol, Wholesale Boot Makers. April 21. Comp. Reg April 23.
Hone, Robt, Broad-st, Ratcliff, Builder. April 20. Comp. Reg April 24.
Hughes, Wm, Leicester, Grocer. March 28. Asst. Reg April 21.
Hollowell, Jas, Duston, Northampton, Innkeeper. March 29. Asst. Reg April 24.
Hurst, Geo Arthur, & Thos Small, Goole, York, General Shipping Agents. April 14. Comp. Reg April 19.
Jennings, Hy Hayward, Plymouth, Devon, Tea Dealer. March 26. Comp. Reg April 21.
Keesing, Fredk Isaac, Manch, Cap Manufacturer, April 4. Asst. Reg April 21.
Kinsey, Steph, jun, Newtown, Montgomery, Farmer. March 24. Asst. Reg April 21.
Kleman, Johan Gustaf Carl Pontus, Angel-ct, Merchant. March 24. Inspectorship. Reg April 21.
Levitt, Jas, Sheffield, Corn Miller. April 13. Asst. Reg April 20.
Lewis, Thos, Commercial-st, Whitechapel, Printer. April 21. Comp. Reg April 24
Lyons, Hy, Merthyr Tydfil, Glamorgan, Pawnbroker. March 29. Comp. Reg April 24.
Marshall, Wm, Birm, Potatoe Salesman. April 16. Comp. Reg April 23.
Murrells, Thos, Sudbury, Suffolk, Cabinet Maker. March 28. Asst. Reg April 23.
Morfee, Peter Joseph, Lpool, Shipwright. April 12. Asst. Reg April 20.
Oliver, Wm, Hartlepool, Durham, Shoe Dealer. April 5. Asst. Reg April 23.
Osborn, Thos Edwd, & Geo Osborn, Bembridge, Isle of Wight, Bakers. March 27. Asst. Reg April 23.
Parker, Wm, Lpool, Flour Dealer. April 10. Comp. Reg April 20.
Peel, Wm, & Joseph Peel, Newcastle-upon-Tyne, Hosiers. March 23. Asst. Reg April 20.
Price, Wm, Worcester, Maltster. April 10. Asst. Reg April 24.
Sanderson, Chas, Sheffield, Merchant. March 28. Asst. Reg April 24.
Tily, John, Cheltenham, Gloucester, Chemist. March 29. Asst. Reg April 23.
Tyson, Thos, Burslem, Stafford, Brewer. March 21. Asst. Reg April 20.
Waddington, Thos, John's-row, Old Ford rd, Bow, Grocer. April 9. Comp. Reg April 21.
Whale, John, & Edwd Joseph Waller, Old Kent-rd, Grocers. April 5. Comp. Reg April 24.
Williams, Montgomery Walker, Buxton-rd, Stratford, Clerk in the Money Order Office. April 23. Comp. Reg April 20.
Wilmott, Geo, Bristol, Shopkeeper. March 23. Asst. Reg April 20.

Bankrupts.

FRIDAY, April 20, 1866.

To Surrender in London.

Bowie, Richd, Manor-st, Clapham, Nurseryman. Pet April 18. April 30 at 1. Goldrick, Strand.
Brett, John, Hampton, Middx, Beershop Keeper. Pet April 17. April 30 at 1. Laundy & Kent, Strand.
Bubb, Robt Stephens, Richmond-st, St George's-rd, Southwark, Attorney's Clerk. Pet April 17. May 1 at 2. Thistlewaite, Lincoln's-inn-fields.
Caswell, Saml, Chancery-lane, out of business. Pet April 16. May 1 at 1. Hope, Ely-pl, Holborn.
Chaplin, Francis, Springfield-ter, Glaskin-rd, Hackney-rd, Comm Agent. Pet April 14. May 9 at 2. Brown, Basinghall-st.
Clarke, Thos Hy, Prisoner for Debt, Springfield. Adj April 16. April 30 at 12. Aldridge.
Clement, Geo, Devonshire-st, New North-rd, Hoxton, Family Miller. Pet April 16. April 30 at 12. Mant, Gt James-st, Bedford-row.
Cooze, Wm Whitley, Frith-st, Soho, House Decorator. Pet April 16. April 30 at 12. Chidley, Old Jewry.
Eldredge, Jas, New Bromley, Kent, Plumber. Pet April 16. May 9 at 2. Marshall, Lincoln's-inn-fields.
Fontana, Ferdinando, Prisoner for Debt, London. Pet April 18. May 7 at 1. Fereday, Bedford-row.
Hampson, Geo Fredk Athelstan, Titchborne-st, Edgware-rd, Dentist's Assistant. Pet April 18. May 1 at 2. Wilding, Titchborne-st.
Harding, Joseph, Rose-cottages, Hounslow, out of business. Pet April 13. May 4 at 2. Philp, Bucklersbury.
Harper, John, Drummond-st, Euston-sq, Coffee-house Keeper Pet April 17. May 7 at 12. Kerry, Gray's-inn-sq.
Hazle, Harry, Prisoner for Debt, London. Pet April 12 (for pau). May 4 at 2. Dobie, Guildhall-chambers, Basinghall-st.
Jessop, Hy, St Mary's-ter, Paddington, Dairyman. Pet April 18. April 30 at 1. Clarke, St Mary's-sq, Paddington.
Johnson, Joseph, Croydon, Surrey, Grocer. Pet April 18. May 7 at 1. Chidley, Old Jewry.
Lagraffé, Henri, Baker-st, Portman-sq, Stay Maker. Pet April 12. May 4 at 2. Fenton, Prospect-pl, Cambridge-heath.
Lodge, Wm, Carlton-st, Kentish-town, Agent. Pet April 18. April 30 at 1. Swan, Gt Knight Ryder-st, Doctors'-commons.

Mears, John, New Oxford-st, Importer of Cigars. Pet April 16. May 7 at 11. Lewis & Lewis, Ely-pl.
Penney, Hy, Albion-rd, Dalston, out of business. Pet April 14. May 9 at 1. Pullen, Cloisters, Temple.
Ridout, Hy, Calverton-st, Pimlico, Tailor. Pet April 16. May 1 at 1. Goldrick, Strand.
West, Thos, Sarah's-pl, Lower-rd, Deptford, out of business. Pet April 16. April 30 at 12. Munday, Essex-st, Strand.
West, Geo, Salisbury, Wilts, Carpenter. Pet April 16. May 1 at 1. Hancock & Co, Carey-st, Lincoln's-inn.

To Surrender in the Country.

Austin, Geo, Kidderminster, Worcester, out of business. Pet April 16. Birm, May 4 at 12. Collis, Stourbridge.
Bradley, Geo, Ripley, Derby, Blacksmith. Pet April 14. Alfreton, April 28 at 12. Smith, Derby.
Buttress, Thos, Tugby, Leicester. Pet April 19. Uppingham, April 30 at 11. Paterman, Uppingham.
Calder, Robt, Lpool, Coal Dealer. Pet April 17. Lpool, May 2 at 11. Radcliffe, Lpool.
Capper, Edwd, Portsea, Hants, Coppersmith. Pet April 13. Portsmouth, May 4 at 11. Ford, Portsea.
Clive, Geo Roylance, Tunstall, Stafford, Comm Agent. Pet April 19. Birm, May 7 at 12. Ward & Holmes, Burslem.
Coleman, Elihu Josiah, Littledean Woodside, nr Newnham, out of business. Pet April 13. Newnham, May 3 at 12. Wilkes, Gloucester.
Cool, Geo, Redditch, Worcester, Beer Retailer. Pet April 16. Redditch, May 7 at 11. Simmons, Redditch.
Couch, Chas, Liskeard, Cornwall, Licensed Victualler. Pet April 7. Exeter, May 1 at 12. Floud, Exeter.
Dann, Wm, Exeter, Baker. Pet April 18. Exeter, May 1 at 12.30. Fryer, Exeter.
Dobe, Ruben, Alfreton, Framework Knitter. Pet April 14. Alfreton, April 28 at 12. Smith, Derby.
Evans, John, Bury, Lancaster, Tailor. Pet April 10. Manch, May 1 at 12. Boote & Rylance, Manch.
Farr, Richd, Weobley, Hereford, Cattle Dealer. Pet April 10. Birm, May 4 at 12. James & Griffin, Birm.
Frank, Breman, Prisoner for Debt, Cardiff. Adj April 11. Cardiff, May 1 at 11.
Goodall, Jas, Hanley, Stafford, out of business. Pet April 16. Hanley, May 19 at 11. E. & A. Tennant, Hanley.
Goldrick, John, Lpool, Estate Agent. Pet April 17. Lpool, May 4 at 12. T. & T. Martin, Lpool.
Grahaw, Wm, Bradford, York, Carter. Pet April 17. Bradford, May 4 at 10. Hutchinson, Bradford.
Griffith, Miles, Sheffield, Spring Knife Cutler. Pet April 16. Sheffield, May 3 at 1. Patteson, Sheffield.
Harding, Wm. Merthyr Tydfil, Glamorgan, Butcher. Pet April 16. Merthyr Tydfil, April 30 at 11. Morris, Merthyr Tydfil.
Jackson, John, Horninghold, Leicester, Wheelwright. Pet April 16. Uppingham, April 26 at 1. Law, Stamford.
Jackson, John Shillito, Llanfairfechan, Carnarvon, Station Master. Pet April 10. Bangor, May 7 at 10. Edwards, Bangor.
James, Thos, Towyn, Merioneth, Farmer. Pet April 14. Machynlleth, May 2 at 1. Williams, Dolgelley.
Jones, Saml, Marbury, Chester, out of business. Pet April 18. Lpool, May 4 at 11. Cooke, Crewe.
Kelly, Wm, Darlington, Durham, Labourer. Pet April 16. Darlington, May 1 at 11. Wooler, Darlington.
Lawrence, Jeremiah, Newcastle, Glamorgan, Mason. Pet April 14. Bridgend, May 3 at 12. Jenkins, Bridgend.
Livermore, John, Cardiff, Glamorgan, Boot Maker. Pet April 17. Bristol, May 2 at 11. Stephens, Cardiff.
Marland, Jonas, Saml Marland, & Robt Marland, Walsden, nr Todmorden, Lancashire, Machinists. Pet April 17. Manch, May 2 at 12. Sale & Co, Manch.
Marshall, Joseph, Rowland's Castle, nr Havant, Hants, Baker. Pet April 16. Portsmouth, May 4 at 11. White, Portsea.
Mitchell, Wm, Beverley, York, Tea Dealer. Pet April 16. May 2 at 11. Turner, Beverley.
Owen, Jas, Wellington, Salop, Chemist. Pet April 16. Wellington, May 1 at 10. James, Wellington.
Pestell, John, Prisoner for Debt, Gt Yarmouth. Adj April 16. Gt Yarmouth, May 1 at 12.
Pickering, Jas Wm, & Edwd Lewis, Lpool, Corn Brokers. Pet April 13. Lpool, May 4 at 11. Duncan & Squarey, Lpool.
Pilkington, Kershaw, Rawtenstall, Lancaster, Coal Dealer. Pet April 13. Haslingden, May 15 at 12. Fox, Manch.
Pritchard, Robt, Penybryn Bethesda, Carnarvon, Grocer. Pet March 16. Bangor, May 7 at 10. Edwards, Bangor.
Reed, Jas, Stamford, Lincoln, Attorney's Clerk. Pet April 16. Stamford, April 30 at 11.30. Law, Stamford.
Richardson, John, Newcastle-upon-Tyne, out of business. Pet April 16. Newcastle-upon-Tyne, April 30 at 12. Harle & Co, Newcastle-upon-Tyne.
Ronayne, Wm, Crewe, Chester, Innkeeper. Pet April 9. Lpool, May 4 at 11. Brett & Co, Manch.
Simpson, Geo, Middlesbrough, York, Stable Keeper. Pet April 18. Stockton-on-Tees, May 2 at 12. Griffin, Middlesbrough.
Smith, John, Ashton, nr Wigan, Lancaster, Farmer. Pet April 19. Lpool, May 8 at 11. France, Wigan.
Smith, Jas Wm, Milton-next-Gravesend, Kent, Boat Builder. Pet April 16. Gravesend, May 2 at 11. Outred, Gravesend.
Storey, Thos, Kexby, Lincoln, Miller. Pet March 28. Gainsborough, May 1 at 10. Bladon, Gainsborough.
Strelly, Fredk Clayton, Crich, Publican. Pet April 14. Alfreton, April 28 at 12. Smith, Derby.
Tutt, Geo, Clevedon, Somerset, Saddler. Pet April 9. Bristol, May 2 at 11. Gwynn & Westhorp, Bristol.
Wheeler, Geo, Reading, Berks, Baker. Pet April 16. Reading, May 5 at 1. Slocombe, Reading.
Wood, Joseph, Westbromwich, Stafford, Scrap Dealer. Pet April 14. Oldbury, April 23 at 11. Jackson, Westbromwich.
Wood, John, Leeds, Boot and Shoe Maker. Pet April 17. Leeds, April 30 at 12. Young, York.
Woodward, Chas, Prisoner for Debt, Walton. Adj April 17. May 2 at 11.
Woodward, Wm, Solihull, Warwick, out of business. Pet April 17 (for pau). Solihull, April 30 at 11.

TUESDAY, April 24, 1866.

To Surrender in London.

Bacon, Robert, Prisoner for Debt, London. Adj April 19. May 9 at 11. Aldridge.
Bloxam, Alfred Bradley, Southampton-st, Strand, Wine Merchant. Pet April 21. May 7 at 1. Lawrance & Co, Old Jewry-chambers.
Byatt, Benj Thos, High-st, Camberwell, Cheesemonger. Pet April 17. May 8 at 12. Silvester, Gt Dover-st, Newington.
Catchpole, Wm, Church-rd, Homerton New Town, out of business. Pet April 17. May 7 at 12. Hall, Coleman-st.
Childs, Richd Palmer, Dean-st, Soho, Upholsterer. Pet April 13. May 7 at 12. Halse & Co, Cheapside.
Clark, Joseph, Lumber-ct, Upper St Martin's-lane, Greengrocer. Pet April 20. May 23 at 11. Lewis, Gt Marlborough-st.
Clutterbuck, Richd, Albert-ter, Camden-town, Fishmonger. Pet April 21. May 7 at 1. Porter, Coleman-st.
Denham, John, Ryde, Isle of Wight, Builder. Pet April 19. May 7 at 2. Blake, Ryde.
De Winter, Eliazer, Blackman-st, Borough, Leather Merchant. Pet April 19. May 8 at 1. Murrey, Gt St Helen's.
Diver, John, Thetford, Norfolk, Brazier. Pet April 14. May 9 at 2. Forbes, Bedford-row.
Hofer, Gustave Edwd, Prisoner for Debt, London. Adj April 19. May 9 at 11. Aldridge.
Johnson, Thos Metcalf, Eaton-grove, Upper Holloway, Clerk. Pet April 21. May 8 at 1. Greenhill, Gracechurch-st.
Lever, John Thos Bains, Storey-st, Caledonian-rd, Railway Porter. Pet April 20. May 23 at 11. Marshall, Lincoln's-inn-fields.
Maclean, Moria, King William-st, Merchant. Pet April 20. May 7 at 2. Lawrance & Co, Old Jewry-chambers.
Mullar, Fredk Geo Wm, Marlborough-villa, Kilburn, Surgeon. Pet April 19. May 7 at 11. Preston & Dorman, Basinghall-st.
Mutter, Edwin, Havelock-ter, Battersea, Grocer. Pet April 18. May 7 at 1. Blake, Lothbury.
Norton, Hy, Penge, Surrey, Tea Dealer. Pet April 18. May 8 at 12. Goldrick, Strand.
O'Brien, John, Prisoner for Debt, London. Adj April 19. May 9 at 11. Aldridge.
Parker, Geo, Southampton, Pastrycook. Pet April 18. May 8 at 12. Paterson & Son, Bouverie-st.
Piggott, Chas, Chatteris, Cambridge, Journeyman Plumber. Pet April 19. May 7 at 11. Webb, Austin-friars.
Pineo, Chas Wm Eustace, Prisoner for Debt, Winchester. Pet April 20. May 7 at 12. White, Dane's-inn, Strand.
Reynolds, Cornelius, Edward-st, Hampstead-rd, Carpenter. Pet April 19. May 7 at 11. Shiers, New-inn, Strand.
Sanders, Thos, Gresham House, Old Broad-st, Contractor. Pet April 19. May 8 at 1. Heath, St Helen's-pl.
Spring, Thos, Prince of Wales-rd, Haverstock-hill, Pianoforte Tuner. Pet April 20. May 7 at 12. Allen, Chancery-lane.
Sidney, Wm Robt, Prisoner for Debt, London. Adj April 19. May 9 at 11. Aldridge.
Stubbs, Hy, Shepherd's-pl, Upper Kennington-lane, Carman. Pet April 18. May 8 at 12. Silvester, Gt Dover-s, Newington.
Taylor, John Davies, Prisoner for Debt, London. Pet April 19 (for pau). May 7 at 2. Goatley, Bow-st, Covent-garden.
Trattles, Matthew, Prisoner for Debt, London. Adj April 19. May 9 at 11. Aldridge.
Tripp, Hy, Penge, Surrey, Carpenter. Pet April 20. May 7 at 1. Dobie, Guildhall-chambers.
Ward, Joseph, Westbourne-pl, Paddington, Wine and Spirit Merchant. Pet April 21. May 7 at 1. Lawrance & Co, Old Jewry-chambers.
Witt, Wm, Fordingbridge, Hants, Farmer. Pet April 20. May 7 at 1 Peacock, South-sq, Gray's-inn.

To Surrender in the Country.

Almond, Chas, Middleton, Northampton, Carpenter. Pet April 20. Kettering, May 11 at 12. Pateman, Uppingham.
Aston, Geo, Willenhall, Stafford, Grocer. Pet April 14. Wolverhampton, May 1 at 12. Cresswell, Wolverhampton.
Bannister, Robt, Dalton, Lancaster, Ship Carpenter. Pet April 12. Ulverston, April 28 at 12. Jackson, Ulverston.
Barfoot, Wm, Brighton, Watchmaker. Pet April 17 (for pau). Lewes, May 9 at 10. Mills, Brighton.
Bennett, John, Launceston, Cornwall, out of business. Pet April 19. Launceston, May 7 at 11. Peter.
Berry, John, Prisoner for Debt, York. Adj April 13. Leeds, May 10 at 11.
Biles, Chas, Prisoner for Debt, Bristol. Adj April 17. Bristol, May 4 at 11.
Bird, Thos, Lpool, Beerhouse Keeper. Pet April 19. Lpool, May 9 at 3. Thornley, Lpool.
Bolland, Edwd, Prisoner for Debt, York. Adj April 14. Dewsbury, May 4 at 3. Ibberson, Dewsbury.
Calvert, Geo, Dalton, York, Joiner. Pet April 13. Huddersfield, May 17 at 10. Bottomley, jun, Huddersfield.
Charlton, John, Brassington, Derby, Tax Collector. Pet April 11 (for pau). Derby, May 9 at 12. Briggs, Derby.
Chapman, Thos, Halifax, York, Wheelwright. Pet April 21. Halifax, May 11 at 10. Haigh, Huddersfield.
Clarke, Jas, Lpool, Merchant's Clerk. Pet April 13. Lpool, May 7 at 11. Bateson & Co, Lpool.
Deeley, Wm, Lpool, Clerk. Pet April 21. Lpool, May 7 at 11. Parker, Lpool.
Dodshon, Robt, Darlington, Durham, Cartwright. Pet April 19. Darlington, May 5 at 11. Webster, Darlington.
Downes, Wm, Birm, Gardener. Pet April 19. Birm, May 11 at 10. East, Birm.
Edgerton, Wm, Stoke-upon-Trent, Stafford, Beerseller. Pet April 20. Stoke-upon-Trent, May 5 at 11. E. & A. Tennant, Hanley.
Fletcher, Richd, Kingswinford, Stafford, Haulier. Pet April 21. Stourbridge, May 11 at 10. Pearman, Stourbridge.
Fyrth, Thos Fawthrop, Bradford, York, Farrier. Pet April 18. Bradford, May 4 at 9.45. Watson & Dickons, Bradford.

Gillard, John, Drayton, Somerset, Carpenter. Pet April 19. Langport, May 7 at 11. Watts, Yeovil.
Goldsmith, Caleb, Eastbourne, Sussex. Dairyman. Pet April 17 (for pau). Lewes, May 9 at 10. Hillman, Lewes.
Goodworth, Thos, Crowle, Lincoln, Shoemaker. Pet April 12. Thorne, May 2 at 1. Foster, Thorne.
Gray, Wm, & Wm Jordan, Middlesborough, York, Bootmakers. Pet April 20. Leeds, May 10 at 11. Cariss & Tempest, Leeds.
Hampton, John, Tenbury, Worcester, Clerk. Pet April 21. Birm, May 11 at 12. Hayes & Co, Russell-sq.
Harrison, Edwin, Birm. Patent Jet Manufacturer. Pet April 20. Birm, May 11 at 10. Allen, Birm.
Harkness, Wm, Birkenhead, Comm Agent. Pet April 19. Lpool, May 4 at 11. Harris, Lpool.
Harding, Richd, Hanley, Stafford, Plumber. Pet April 19. Hanley, May 19 at 11. Tennant, Hanley.
Huggins, Fras Wilton, Derby, Agent. Pet April 17. Birm, May 9 at 12. Briggs, Derby.
Instone, Saml, Prisoner for Debt, Lancaster. Adj April 17. Birm, May 4 at 12. James & Griffin, Birm.
Jackson, John, Booth, Lancaster, Cotton Spinner. Pet April 21. Manch, May 11 at 12. Higson & Co, Manch.
Jackson, Robt, Snowhill, Wolverhampton, Chemist. Pet April 17. Wolverhampton, May 1 at 12. Cresswell, Wolverhampton.
Kay, Geo, Wirksworth, Derby, Farmer. Pet April 11 (for pau). Derby, May 9 at 12. Leech, Derby.
Key, Thos, Digby Fen, Lincoln, Farmer. Pet April 19. Sleaford, May 7 at 11. Brown & Son, Lincoln.
Lawson, Thos Lamb, South Hetton, Durham. Pet April 19. Seaham Harbour, May 8 at 11. Watson, Durham.
Lumsdon, John, Newcastle-upon-Tyne, Refreshment-house Keeper. Pet April 19. Newcastle, May 5 at 10. Clavering, Newcastle-upon-Tyne.
Massey, John, Cubley, Derby, Farmer. Pet April 11 (for pau). Derby, May 9 at 12. Leech, Derby.
Noonan, Danl, Prisoner for Debt, York. Adj April 13. Bradford, May 4 at 10. Berry, Bradford.
Norton, John, Gt Budworth, Chester, Labourer. Pet April 19. Northwich, May 9 at 11. Dunstan, Northwich.
Patrick, Hy, Prisoner for Debt, York. Adj April 13. Leeds, May 18 at 12. Mason, York.
Pearce, Hy, Dudley, Worcester, Licensed Victualler. Pet April 16. Dudley, May 3 at 11. Lowe, Dudley.
Price, Chas, Prisoner for Debt, Walton. Adj March 16. Lpool, May 8 at 11.
Roberts, Geo, Monkswood, Monmouth, Hay Dealer. Pet April 11. Usk, May 8 at 10. Williams, Monmouth.
Simpson, Wm, Lpool, Journeyman Draper. Pet April 19. Lpool, May 7 at 3. Husband, Lpool.
Smith, John, & David Smith, Mountain Ash, Glamorgan, Grocers. Pet April 14. Bristol, May 9 at 11. Burrop, Gloucester.
Smith, John, Newton Longville, Bucks, Saddler. Pet April 18. Newton Pagnell, May 9 at 3. Jones, Aylesbury.
Taylor, John, Middleham, York, Saddler. Pet April 21. Leeds, May 7 at 11. Bond & Barwick, Leeds.
Watson, Joseph, Gt Ayton, York, Labourer. Pet April 19. Stokesley, May 11 at 11. Simpson, Yarm.
Wells, Wm, Harlestone, Northampton, Tailor. Pet April 19. Northampton, May 10 at 12. Jeffery & Son, Northampton.
Whiteley, Hy, Huddersfield, York, Book Keeper. Pet April 13. Huddersfield, May 17 at 10. Bottomley, Huddersfield.
Whiteley, John Musgrave, Leeds, Grocer. Pet April 19. Leeds, May 18 at 12. Granger, Leeds.
Williams, Anne, Prisoner for Debt, Cardiff. Adj April 11. Neath, May 1 at 10. Kempthorne, Neath.
Wood, Richd, Birm, Fruiterer. Pet April 14. Birm, May 11 at 10. Allen, Birm.
Woolliams, Richd, Bartonsham Hereford. Pet April 20. Hereford, May 5 at 10. Reece, Ledbury.
Young, Lewis, Farnborough, Hants, Fishmonger. Pet April 9. Farnham, May 10 at 12. White, Guildford.

BANKRUPTCIES ANNULLED.

FRIDAY, April 20, 1866.

Lewis, Wm, Ross, Hereford, Coach Builder. April 14.
Rogers, Thos, Wells-st, St James's, Lodging House Keeper. April 19.

TUESDAY, April 24, 1866.

Forsdike, Jas, High-st, Shoreditch, Tobacco Manufacturer. April 20.
Hale, Philip, Hatton, Chester, Farmer. April 20.
Hinks, John, Cosford, nr Rugby, Warwick, Farmer. April 14.
Hollyman, Alfred Hezekiah, Cardiff, Glamorgan, out of business. April 16.
Lloyd, Olive Wimburn, St Swithin's-lane, Gent. April 24.